

BigeDirect ApS

Private Limited Company – reg.no: 43762125

LEI no: 984500C58497815BFD47

Registered Office: Knud Højgaards Vej 9,
2860 Søborg, Denmark

Terms and Conditions – NFT Gift Cards

1	Introduction.....	3
2	Definitions	3
3	Company Information	3
4	Governing Law and Jurisdiction	3
5	Eligibility	3
6	Account Registration	3
7	NFT Gift Cards.....	4
8	Refund and Cancellation Policy.....	4
9	Data Provision and Privacy.....	5
10	Terms of Service	6
11	Limitation of Liability.....	7
12	Indemnification	7
13	Service Availability	7
14	Modifications to Services and Terms	7
15	Third-Party Links and Resources	8
16	Severability	8
17	Entire Agreement	8
18	Waiver	8
19	Contact Information	8
20	Complaints and Dispute Resolution.....	8
21	Language	9
22	Electronic Communications	9
23	Compliance with Laws.....	9
24	Force Majeure	9
25	Assignment.....	9
26	Survival	10
27	No Third-Party Beneficiaries	10
28	Headings.....	10

1 Introduction

Welcome to BigeDirect ApS's NFT Gift Card Shop ("we", "us", or "our"). These Terms and Conditions ("Terms") govern your access to and use of our website and services, including the purchase, transfer, and use of NFT gift cards. By accessing or using our services, you agree to be bound by these Terms. Please read them carefully before making any purchase.

2 Definitions

- **"NFT Gift Card"**: A non-fungible token representing a digital gift card issued by BigeDirect ApS, which can be redeemed for goods or services with our authorized partners.
- **"User" or "You"**: Any individual or entity accessing, using, or purchasing from our NFT Gift Card Shop.
- **"Service"**: The provision of NFT gift cards for purchase, transfer, and redemption through our website.

3 Company Information

BigeDirect ApS

Knud Højgaards Vej 9,
2860 Søborg
Denmark

Company Registration Number: 43762125

Contact Email: info@bigedirect.com

4 Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of Denmark. Any disputes arising out of or in connection with these Terms, including disputes regarding their existence or validity, shall be settled by the competent courts of Denmark.

5 Eligibility

By using our services, you represent and warrant that:

- You are at least 18 years old or have reached the age of majority in your jurisdiction.
- You have the legal capacity to enter into binding contracts.
- You are not prohibited from using our services under any applicable laws.

6 Account Registration

6.1 Creating an Account

To access certain features of our services, you may be required to create an account. You

agree to:

- Provide accurate, current, and complete information during the registration process.
- Maintain and promptly update your account information.
- Keep your login credentials confidential and secure.
- Accept responsibility for all activities that occur under your account.

6.2 Account Security

You are responsible for safeguarding your wallet and private keys associated with your NFT gift cards. We are not liable for any loss or damage arising from your failure to secure your account or wallet.

6.3 Account Suspension and Termination

We reserve the right to suspend or terminate your account at our discretion, without notice or liability to you, if we suspect any fraudulent, abusive, or unlawful activity.

7 NFT Gift Cards

7.1 Purchase and Ownership

- All NFT gift cards are sold on an "as is" basis.
- Upon purchase, the NFT gift card will be minted and transferred to the wallet address you provide.
- Ownership of the NFT gift card transfers to you upon successful transaction completion.

7.2 Redemption

- NFT gift cards can be redeemed for goods or services as specified with our authorized partners.
- Redemption is subject to any additional terms specified at the time of purchase or redemption.
- NFT gift cards have an expiration date of 12 months, after which they cannot be redeemed.

7.3 Transferability

- NFT gift cards are transferable unless otherwise stated.
- Any transfer of NFT gift cards is subject to compliance with these Terms and applicable laws.
- We are not responsible for any loss or damage resulting from unauthorized transfers.

8 Refund and Cancellation Policy

8.1 No Refunds

- **All Sales Are Final:** All purchases of NFT gift cards are final and non-refundable.
- **No Cancellations:** Once an NFT gift card has been minted and transferred to your wallet, the purchase cannot be canceled.

8.2 Exceptional Circumstances

- In extraordinary circumstances, such as demonstrable technical errors on our platform, we may, at our sole discretion, offer a refund or replacement.
- To request consideration under this provision, contact us at support@bigedirect.com within 7 days of the transaction.
- Proof of the technical error must be provided for us to assess the claim.

8.3 Discounts and Promotions

- We reserve the right to modify or discontinue any discounts or promotional offers at any time without prior notice.
- Discounts are applied based on the rates posted on our website at the time of purchase.

9 Data Provision and Privacy

9.1 Data Collection and Use

- We collect and process personal data in accordance with our Privacy Policy and applicable data protection laws, including the EU General Data Protection Regulation (GDPR).
- Personal data may include, but is not limited to, your name, email address, wallet address, and transaction details.
- We use your data to process transactions, provide customer support, and improve our services.

9.2 User Rights

- **Access:** You have the right to request access to the personal data we hold about you.
- **Rectification:** You may request correction of inaccurate or incomplete data.
- **Deletion ("Right to be Forgotten"):** You have the right to request the deletion of your personal data, subject to legal obligations.
- **Restriction of Processing:** You can request that we limit the processing of your personal data under certain circumstances.
- **Data Portability:** You have the right to receive your personal data in a structured, commonly used, and machine-readable format.

9.3 Data Subject Access Requests (DSAR)

- To exercise your rights, submit a DSAR by contacting us at support@bigedirect.com.
- We will verify and respond to your request within 30 days in accordance with applicable laws.
- We may request additional information to verify your identity before processing your request.

9.4 Data Security

- We implement appropriate technical and organizational measures to protect your

personal data against unauthorized access, alteration, disclosure, or destruction.

- However, no method of transmission over the Internet or electronic storage is completely secure, and we cannot guarantee absolute security.

9.5 Data Retention

- We retain your personal data only as long as necessary to fulfill the purposes for which it was collected or to comply with legal obligations.

10 Terms of Service

10.1 User Obligations

- You agree to use our services only for lawful purposes and in compliance with these Terms.
- You must not engage in any activity that could harm, disrupt, or interfere with the functioning of our services.

10.2 Prohibited Activities

You agree not to:

- Use the platform for any unlawful, fraudulent, or malicious activities.
- Violate or infringe upon the rights of others, including intellectual property rights.
- Introduce viruses, malware, or any other harmful material.
- Attempt to gain unauthorized access to our systems or user accounts.
- Use bots, scripts, or other automated methods to access or interact with the services.
- Engage in any activity that imposes an unreasonable or disproportionately large load on our infrastructure.

10.3 Intellectual Property Rights

- All content, trademarks, logos, and intellectual property associated with our platform are owned by BigeDirect ApS or its licensors.
- You are granted a limited, non-exclusive, non-transferable license to access and use the content for personal, non-commercial purposes.
- You must not reproduce, distribute, modify, or create derivative works without our prior written consent.

10.4 API Usage

- If you access our services via an Application Programming Interface (API), you agree to comply with these Terms and any additional API documentation and guidelines.
- We reserve the right to limit or revoke API access at our discretion.
- We are not liable for any damages arising from your use of the API or third-party services accessing our API.

11 Limitation of Liability

11.1 Disclaimer of Warranties

- Our services are provided "as is" and "as available" without any warranties, express or implied.
- We do not warrant that our services will be uninterrupted, error-free, secure, or free from viruses or other harmful components.

11.2 Exclusion of Liability

To the fullest extent permitted by law, we are not liable for any:

- Indirect, incidental, special, consequential, or punitive damages.
- Loss of profits, revenue, data, or goodwill.
- Losses arising from your failure to comply with these Terms.
- Losses resulting from unauthorized access to or alteration of your transmissions or data.

11.3 Maximum Liability

Our total liability to you for any claim arising out of or relating to these Terms or our services shall not exceed the amount you paid us for the specific transaction giving rise to the claim.

12 Indemnification

You agree to indemnify, defend, and hold harmless BigeDirect ApS, its affiliates, officers, directors, employees, agents, and licensors from any claims, liabilities, damages, losses, and expenses, including legal fees, arising out of or related to:

- Your use or misuse of our services.
- Your violation of these Terms.
- Your violation of any rights of a third party, including intellectual property rights.
- Your violation of any applicable laws or regulations.

13 Service Availability

- We strive to keep our services available and operational at all times.
- However, we do not guarantee uninterrupted access and may suspend or withdraw services without notice for maintenance, upgrades, or other reasons beyond our control.

14 Modifications to Services and Terms

14.1 Service Changes

- We reserve the right to modify or discontinue any aspect of our services at any time without notice.
- We are not liable to you or any third party for any modification, suspension, or discontinuation of the services.

14.2 Term Changes

- We may update these Terms from time to time.
- The updated Terms will be posted on our website with the "Last Updated" date.
- It is your responsibility to review the Terms periodically.
- Continued use of our services after any changes constitutes your acceptance of the new Terms.

15 Third-Party Links and Resources

- Our website may contain links to third-party websites or resources.
- We are not responsible for the content, products, or services on or available from those websites or resources.
- Accessing third-party links is at your own risk, and you should review the terms and privacy policies of those sites.

16 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect.

17 Entire Agreement

These Terms, along with our Privacy Policy, constitute the entire agreement between you and BigeDirect ApS regarding your use of our services and supersede all prior agreements.

18 Waiver

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

19 Contact Information

For questions, concerns, or support regarding these Terms or our services, please contact us at:

Email: support@bigedirect.com

Address:

BigeDirect ApS

Knud Højgaards Vej 9,

2860 Søborg, Denmark

20 Complaints and Dispute Resolution

20.1 Initial Resolution

- If you have any complaints or disputes, please contact us first at complaints@bigedirect.com to resolve the issue amicably.

- We aim to respond to all complaints within 10 business days.

20.2 Mediation and Arbitration

- If a dispute cannot be resolved through negotiation, it may be submitted to mediation or arbitration under Danish law, in accordance with applicable rules.

20.3 Legal Proceedings

- Nothing in these Terms prevents either party from seeking injunctive relief or other urgent legal remedies in the courts of Denmark.

21 Language

These Terms may be translated into other languages for convenience. In the event of any discrepancies, the English version shall prevail.

22 Electronic Communications

22.1 Consent

- By using our services, you consent to receive electronic communications from us.
- Communications may include notices about your purchases, account, legal notices, and other information.

22.2 Delivery

- Electronic communications will be considered to be received by you within 24 hours of the time they are sent to your email address.

23 Compliance with Laws

You are responsible for complying with all applicable laws, rules, and regulations in your jurisdiction when using our services, including tax obligations and reporting requirements.

24 Force Majeure

We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to:

- Natural disasters (e.g., earthquakes, floods)
- Acts of government or regulatory authorities
- War, civil unrest, or terrorism
- Labor disputes or strikes
- Internet service disruptions or failures

25 Assignment

- You may not assign or transfer any of your rights or obligations under these Terms

without our prior written consent.

- We may assign or transfer our rights and obligations under these Terms to a third party in connection with a merger, acquisition, or sale of assets.

26 Survival

Provisions that, by their nature, should survive termination of these Terms shall survive, including but not limited to:

- Intellectual Property Rights
- Limitation of Liability
- Indemnification
- Governing Law and Jurisdiction

27 No Third-Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

28 Headings

The headings in these Terms are for reference purposes only and do not affect the interpretation of the Terms.