Gifted Terms and Conditions

1. INTRODUCTION
    a. Any amendments, modifications, enhancements or changes to the Service made available by the Company from time to time shall be subject to these Terms.

2. DEFINITIONS AND INTERPRETATIONS
    a. Gifted Service (“Service”) - the processes, technology and services that enable the sale and fulfilment of Gift Vouchers via a client’s website
    b. Gifted User (“User”) - client personnel who have limited access to the Gifted system to perform specific tasks, such as sale or redemption
    c. Gifted Superuser (“Superuser” “Admin”) - client personnel who have access rights on the Gifted Service to create and edit User access and authorities.
    d. Company - Journey Hospitality Ltd
    e. GVFC - Gift Voucher Fulfilment Centre
    f. Time Zone - all times in this document are UK-specific.
    g. Gifted Support - the dedicated team responsible for client success using the Gifted Service
    h. Storage - refers to the physical storage of pallets at the Gift Voucher Fulfilment Centre
    i. “Customer(s)” and "Guest(s)" are the end users of the Client’s Gifted service; the relationship and all communication with Customers is managed and owned by the Client.
    j. Incident - an unplanned interruption to, or reduction in the quality of, the Gifted Service. May be reported by either the Client or Gifted.
    k. Support Request - a request from the Client for something to be provided, such as training, technical assistance and/or general platform advice.
    l. Change Request - a chargeable request from the Client that requires additional platform work or new functionality to the existing Gifted service.
    m. Bespoke platform feature requests - all new client feature requests will be evaluated by Journey against global value/benefit to the Gifted platform. If a new feature request is agreed upon, this will be scoped and a reflective cost issued to the Client.

3. RIGHTS GRANTED
    a. You ensure that the Superuser(s) and User(s) of the Service comply with these Terms and acknowledge that you shall remain responsible and liable for the acts or omissions of all Users to the same extent as if you had carried out such acts or omissions yourself.
    b. Subject to the provisions of clause 3., all copyright and other intellectual property rights in the Service and material on the platform (including without limitation photographs and graphical images) are owned by the Company or its licensors. Any use of extracts from the Service for any purpose is prohibited unless prior permission by the Company is granted.
    c. All copyright and intellectual property rights in any information uploaded by you or your employees to the Service shall remain vested in you, your employees or your licensors.
    d. No part of the Service may be reproduced or stored or included in any public or private electronic retrieval system or service without our prior written permission.
    e. Any rights not expressly granted in these Terms are reserved.

4. SERVICE ACCESS & TECHNICAL SUPPORT
    a. Service Availability
        i. We endeavour to ensure that the Service is normally available 24 hours a day and have a target uptime of 99.8%, excluding scheduled maintenance downtime. Access to the Service may be suspended temporarily and without notice in the case of urgent maintenance or for reasons beyond our control.

ii. We shall not be liable if for any reason the target uptime is not met.
iii. In the event that planned maintenance is required, we will inform Client using agreed contract details at least 48 hours in advance of maintenance.
iv. Incidents, Requests and target initial Response times are defined within our incident management process.
v. Site performance
    1. We regularly monitor site performance to ensure acceptable page load speeds, which may lead to recommendations concerning Service assets maintained by Client. It is the client's responsibility to act on these recommendations.
vi. Training
    1. We will ensure you and your team are trained and proficient on the platform to the required level, determined by Us. Training will be delivered by recorded user video demos. The training consists of up to 2 hours per Client, and is delivered before the Service goes live. On request, and at Our discretion, additional training and configuration services can be provided at additional cost.
    1. New functionality will be released at a regular cadence; release notes - including video if appropriate - will be shared with the client via the Gifted admin portal.
    2. On site training is available at additional cost; this will be charged at our prevailing training day rate plus travel and subsistence. Our hourly rate is £150 per hour.
vii. Resilience
    1. The Company has implemented a three-tier resilience strategy to provide the highest levels of availability.
        a. A replica of the live database is synchronised in real-time and resides in a different data centre. This has automatic failover in the event of a problem with the live database or the primary data centre, and provides a 99.95% uptime SLA through Amazon's Relational Database Service (RDS).
        b. Transaction logs within RDS enable point in time recovery in 5-minute increments for the prior seven days, enabling the database to be restored to a specific point.
        c. A full backup is taken every 24 hours and is retained for 7 days. In the unlikely event of the live and replica databases becoming unrecoverable, the Company would restore data to the point of the last backup.

5. FULFILMENT AND DELIVERY
    a. Clients may choose to use The Gifted Voucher Fulfilment Centre ("GVFC") for the fulfilment and despatch of vouchers. GVFC is owned and operated by Journey Hospitality Ltd.
        i. The Gifted Voucher Fulfilment Centre fulfils all postal purchases on behalf of the Client, if included within the Service. The daily cut off for same day dispatch is 1pm (Mondays - Fridays). GVFC will closely monitor fulfilment times during peak trading periods (such as Christmas, Valentine's and Black Friday) and reserve the right to adjust cut-off time to ensure business continuity but take no legal responsibility for events outside our control.
        ii. All vouchers are sent via Royal Mail's Click and Drop system (Royal Mail 24/Royal Mail 48) or Next Day Special Delivery. GVFC cannot take any responsibility for any postal strike action but will make every endeavour to manage updated delivery options or expectations if a strike should occur. Gifted does not take responsibility

for vouchers ordered after 1pm on Friday to be dispatched until the following Monday.

iii. GVFC is responsible for stocktaking the Client stationery and informing the Client of any short stock. The Client is responsible for delivery of sufficient stock to GVFC.
    1. All deliveries sent by the Client to GVFC must include an itemised list of contents to enable efficient booking-in of stock; failure to do so will delay booking-in and may incur charges to cover the additional workload.

iv. The postage method selected by the guest or a supplier on behalf of the client (such as your local print house) will be used; GVFC have no control over the Royal Mail and so cannot be responsible for their service levels and any time delays.

v. GVFC operates on all weekdays, excluding U.K. bank holidays, throughout the year. The Fulfilment Center closes for the Christmas Break on the 24th and re-opens on 2nd of January. Any and all orders received during the closure will be fulfilled and dispatched upon re-opening.

b. Email delivery is automated to the recipient's address, and though we cannot be responsible for any spam filters, we will support any re-delivery to another address if this cannot be resolved.

c. The Collect option is managed in house by the Client.

d. GVFC has the right to change your postage fee without warning to directly match any price changes made by the Royal Mail.

e. If your property changes its stock in a manner that affects which weight class or shipping service your vouchers are posted with, GVFC reserves the right to increase or decrease your postage fee in line with the fee the Royal Mail would charge us for posting the new vouchers. In this circumstance, your property would be notified by email of this change.

f. Royal Mail is an independent third-party delivery provider. Once an order has been correctly processed and handed to Royal Mail, Gifted will not be responsible for any loss, delay, damage or misdelivery caused by Royal Mail. If postage and packaging charges must be refunded to the customer, the Hotel will be responsible for funding the refund. Gifted will submit a claim to Royal Mail but cannot guarantee that the claim will be accepted or when compensation will be received. Any compensation subsequently recovered for charges funded by the Hotel will be credited or repaid to the Hotel. Nothing in this clause excludes any liability that cannot lawfully be excluded.

6. FULFILMENT FEES

a. The fulfilment fee is outlined within the Client contract and is paid directly by the user. The fee is subject to review and GVFC reserves the right to increase or decrease the fee with no prior notice.

b. The standard fulfilment fee may be varied by GVFC if client requirements are more complex and time consuming than the standard; the Client will be informed in advance of going live with Gifted.

c. Stock management fees are charged annually and are outlined within the Client contract. The fee is subject to annual review and the Client will be notified of any change prior to renewal.

d. Additional storage is charged at £300 (ex VAT) per pallet per annum.

e. Luxury Digital Vouchers

    i. Digital Voucher delivery will be via Our Luxury Digital Voucher functionality.

    ii. The fee is £2 (inc VAT) per order and is paid directly by the user. The fee is subject to review and Journey reserves the right to increase or decrease the fee with no prior notice.