

Hi! Welcome to KADONATION! Through our website, we want to offer you an easy way to buy gift cards or to collect funds for a group gift. This is how Kadonation aims to allow its users to give the perfect gift.

Through these terms and conditions, we would like to inform users about how we operate at Kadonation. The purpose of this document is to ensure transparency and also to proactively answer any questions you may have about payment, withdrawal rights, etc. Kadonation therefore kindly asks their users to read these terms and conditions carefully and keep them in mind every time the website or webshop is used.

1 Definitions

- 1.1 GTC:** the following general terms and conditions for the webshop;
- 1.2 Participant:** any natural or legal person who contributes to an online group gift.
- 1.3 User:** this refers to both the Organiser, Participant and Beneficiary;
- 1.4 Kadonation:** The limited liability company (NV) "Kadonation", with registered office at Gordunakaai 61, 9000 Ghent, VAT BE-0666.820.362, RPR Ghent, Ghent division;
- 1.5 Beneficiary:** both (i) the person directly purchasing a gift card and (ii) the beneficiary of an online group gift;
- 1.6 Organiser:** the person who creates an online group gift and then calls on others to contribute in order to raise money together.
- 1.7 Partner(s):** the company or companies where the money collected from an online group gift or the credit from a gift card can ultimately be redeemed for a good, product and/or service offered by the Partner.
- 1.8 Webshop:** the collective term for the website and webshop found at <https://kadonation.com/>.

2 Kadonation offering

2.1 Kadonation focuses on two activities:

- **Gift card:** Kadonation sells gift cards which the Beneficiary can then (partially) exchange/activate (by entering the code on the gift card in the Webshop) via the Webshop for one or more gift cards from the Partners.
- **Online group gift:** via the Webshop, the Organiser and Participants can easily and securely team up (e.g. for a birthday, birth, retirement, etc.) with colleagues, friends and/or family for a Kadonation gift card or a gift card from one of the Partners;

3 Scope of the GTC

- 3.1** All commercial relationships between Kadonation and the User are subject to (in hierarchically descending order): (i) the agreements made specifically between Kadonation and the User (e.g. via the Webshop), (ii) these GTC and (iii) Belgian law.
- 3.2** The GTC will always be available on the Webshop. By creating an account, purchasing a gift card or creating a group gift, the User acknowledges to have read the GTC and to accept them.
- 3.3** As soon as the User purchases a gift card from a Partner or spends the gift card (in full or in part) with a Partner, the general terms and conditions and/or other documents of this Partner apply (e.g. with regard to shipping, shipping costs and return conditions).

4 Promotions

- 4.1** Promotional offers by Kadonation, in any form (such as but not limited to price reductions, discount vouchers, free shipping, etc.) should always be used according to the guidelines as expressly stated on the Webshop. In any case, these can only relate to one purchase, cannot be cumulative and are personal in nature.

5 Webshop Account

- 5.1** In case the User chooses to create an account, the following applies:
 - An account is personal and non-transferable. A login consists of an account name and a personal password. The User must treat their account name and password with care and keep them secret.
 - The User is responsible for the use/abuse of their account, regardless of whether such use is made with or without permission. Kadonation asks Users to report any misuse of accounts immediately. Kadonation cannot be responsible for the use/abuse of and through the User's account by anyone other than the account holder themselves. The User shall indemnify and hold Kadonation fully harmless from any third-party claims in this regard (with the exception of the case where the misuse is alleged to be the result of Kadonation's fault).

6 Execution of the agreement

- 6.1** When necessary, the User should provide Kadonation with all data, specifications, instructions and documents necessary to personalise the gift card (e.g. by completing a personal message on the gift card, choosing a layout, etc.). The User will take into account any delays if this would not happen in time.
- 6.2** The User must be of age and have legal capacity. Kadonation trusts that the data provided by the User is correct and will not check its accuracy and/or completeness. In case certain data appears strange, inaccurate or incorrect, Kadonation may notify the User with a view to possible correction.
- 6.3** To ensure that purchases via the Webshop are processed correctly and/or to ensure that payment has been properly received, Kadonation will send a confirmation e-mail to the User. Kadonation therefore asks Users to regularly check their emails, including the "spam" inbox, and contact us should they not have received a confirmation email.

7 Online group gift

- 7.1** Under the responsibility of an Organiser - who may manage a maximum of five group gifts at the same time - an online group gift can be paid for together at Kadonation (see **Article 2.1**).
- 7.2** Funds raised may be spent at different times and/or with different Partners until the group gift is exhausted. The final gift card given to the Beneficiary may take different forms:
 - A gift certificate from Kadonation;
 - A gift card from a well-defined Partner;
 - Multiple gift cards from different Partners.
- 7.3** In case a Kadonation gift card was purchased with the online group gift, it can be spent by:
 - (i) Converting it - in whole or in part - into a Partner's gift card; or

- (ii) Directly paying to the Partner (also possible in case of purchase through the Partner's webshop).

- 7.4** By paying a contribution, Participants grant the Organiser an irrevocable power of attorney to spend all or part of the group gift in accordance with **Article 7.2**. In addition, Users expressly acknowledge that:

- There is no right of withdrawal for an individual contribution and funds deposited thus cannot be refunded to an individual Participant;
- Funds spent by the Organiser, not by Kadonation can be reversed into the group gift; and
- Spending the group gift is the sole responsibility of the Organiser (and Kadonation cannot be held liable for this).

- 7.5** The Organiser and Users expressly acknowledge that no cancellation or right of revocation is possible on the group gift. Consequently, no monies will be refunded to either the Users or the Organiser.

8 Gift card

- 8.1** Via the Webshop, the User can order from Kadonation a digital or physical gift card for an amount of their choice. If the User opts for a physical gift card, it will be delivered to the address chosen by the User upon payment of an additional delivery charge (the delivery charge due will always be indicated on the Webshop).

- 8.2** The indicated delivery period is always indicative and an approximation. In case of delays, Kadonation will always communicate this transparently. Except in cases of intent and/or gross misconduct, exceeding the scheduled deadlines cannot give rise to cancellation or any penalty or compensation.

- 8.3** Each gift card is provided with a unique code. The User must always keep the gift card (including the code) carefully in order to avoid theft or loss.

- 8.4** The gift card has no expiry date and can be redeemed or activated by the User at any time. Please note that in case a gift card is purchased from a Partner, it may potentially have an expiry date.

- 8.5** The gift card can never be used directly with a Partner. The gift card must be activated via the Webshop, where the User chooses at which Partners they wish to redeem the gift card at.

- 8.6** When redeeming the gift card at a Partner, the general terms and conditions of the Partner always apply (including shipping and return conditions). After the redemption, the Partner is responsible for the further processing of the trade transaction and will thus ensure the correct handling of the purchase.

- 8.7** In case the User is left with a certain residual amount, it will remain linked to the User's account. The User can choose to either (i) spend the remaining amount by purchasing a new/other gift card, or (ii) donate it to one of the charities of the Kadonation Partners. Under no circumstances will Kadonation refund any residual amount (e.g. via bank transfer or cash).

- 8.8** The Beneficiary acknowledges that it is not permitted to use gift cards in any way for purposes other than those for which they are intended (i.e. spending it at a Partner). Consequently, the Beneficiary expressly undertakes not to resell the gift card.

9 Price and payment

- 9.1** Prices as they include VAT. Any costs for delivery will always be stated separately.
- 9.2** During the payment process, the Participant has the option to indicate that they should be qualified as a company.

- 9.3** If a gift voucher is ordered (see **Article 8**), the User must pay for it in full in advance by means of one of the payment options offered on the Webshop. As soon as payment has effectively been received, Kadonation will confirm this to the User by e-mail.

- 9.4** In case of online group gifts (see **Article 7**), the User can make a contribution as desired by means of one of the payment options as offered on the Webshop.

- 9.5** For processing online payments, Kadonation relies on an external professional and specialised partners who operate a payment platform. The User's financial data entered in the context of an online payment are exchanged only between the external partner and the financial institutions involved. Kadonation does not have access to the User's confidential financial data.

10 Electronic invoicing

- 10.1** By placing an order (by a professional User), the User expressly agrees to the use of electronic invoicing by Kadonation, unless otherwise agreed in writing between the parties.

11 Right of withdrawal

11.1 General:

- The User-consumer has a right of withdrawal with regard to purchases via the Webshop. Pursuant to Book VI Market Practices & Consumer Protection of the Economic Law Code, the User has the right to withdraw the order within a period of 14 calendar days without giving reasons. The withdrawal period of 14 calendar days starts from (i) receipt of the gift card by e-mail or (ii) delivery.

- The User does not have a right of withdrawal and the present provisions regarding the right of withdrawal do not apply when: (i) the User is not a consumer and/or (ii) the order involves customised goods (e.g. physical gift card with specific printing) and/or (iii) the gift card has already been redeemed or activated.

11.2 Exercising the right of withdrawal:

- 11.2.1** To exercise the right of withdrawal, the User must send Kadonation an unambiguous declaration by e-mail (contact@kadonation.com) or by using the withdrawal form ([download at the bottom of this page](#)) to notify Kadonation of its decision to withdraw the order. To comply with the withdrawal period, it is sufficient for the User to send his

communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

11.2.2 During the reflection period, the User will handle the gift card with care. The right of withdrawal does not apply in case the gift card has been used or registered. The User is liable for the depreciation of the gift card resulting from its use.

11.3 Consequences of exercising the right of withdrawal:

11.3.1 If the User revokes their order in time, Kadonation will send the User a confirmation e-mail. Kadonation will then refund the value of the gift card to the User within 14 calendar days of the withdrawal

11.3.2 Kadonation will refund the User with the same payment method used by the User to make the payment in the first place, unless the User has explicitly agreed to a different method.

11.3.3 In any case, the User will not be charged for the refund. Kadonation may wait to proceed with the refund until it has received the gift card back or the User has proved that they have returned the gift card, whichever comes first.

11.3.4 Should the User have ordered a physical gift card, it must be returned to Kadonation without delay, but in any case no later than 14 calendar days from the day on which they communicated to Kadonation their decision to withdraw the order. The User is on time if he returns the gift card before the period of 14 calendar days has expired. The costs of returning the gift card, as well as any other related costs (such as but not limited to customs fees, taxes, VAT and storage costs) shall be borne by the User, unless otherwise agreed.

12 Kadonation's liability

12.1 Kadonation's liability is always limited to (i) the price of the gift card(s) delivered by Kadonation and (ii) in any event to the liability which is imposed by Belgian law.

12.2 Kadonation does not accept any liability for:

- Loss and/or theft of a gift card;
- Indirect and/or consequential damages;
- Damage caused by incorrect, unreliable, incomplete or late instructions from the User;
- Defects caused directly or indirectly by an act of the User or a third party, whether caused by fault or negligence;
- Damage resulting from defects, viruses or other imperfections in equipment and/or software in connection with access to or use of the Webshop caused by the User;
- Damage caused by the operation or unavailability of the Webshop;
- Damage arising from misuse of the Webshop, loss of data or downloading/using software made available via the Webshop; and
- Damages caused by force majeure or hardship see **Article 14**.

12.3 Kadonation does not monitor and is therefore not responsible for the content of the information posted by the User or Organiser on the Webshop.

12.4 Kadonation can only be held liable by its direct Users and not by third parties.

13 Force majeure/hardship

13.1 Kadonation shall not be liable for any failure to fulfil its obligations caused by force majeure or hardship. Force majeure or hardship means: all circumstances that were reasonably unforeseeable and unavoidable at the time the Agreement was entered into, and which, on Kadonation's part, create the impossibility of performing the Agreement or which would make performance of the Agreement financially or otherwise more onerous or difficult than normally foreseen (such as, but not limited to war, natural circumstances, fire, confiscation, delays by or bankruptcy of third parties used by Kadonation, staff shortages, strikes, business organisational circumstances, threats and/or acts of terror, and epidemics or pandemics).

13.2 The aforementioned situations entitle Kadonation to request the review and/or suspension of the agreement by simple written notice to the User, without Kadonation being in any way liable for any compensation. If the situation of force majeure and/or hardship continues for more than 2 months, both parties have the right to terminate the agreement.

14 Intellectual rights

14.1 Kadonation guarantees to have the necessary intellectual rights/licences/etc. for offering its products.

14.2 Users will not change, remove or manipulate the marks or other identifiers on gift cards.

15 Personal details

15.1 Kadonation's processing of personal data relating to a User or potential User will take place in accordance with Kadonation's privacy statement, which can be consulted on the Webshop. In this context, Kadonation acts as data controller. This privacy statement contains, among other things, information about the personal data collected by Kadonation, and about the way in which Kadonation uses and processes these personal data.

15.2 By placing an order through the Webshop or contributing to an online group gift the User acknowledges having read this privacy statement and accepting it.

16 Final provisions

16.1 The (repeated) non-application by Kadonation of any right may only be regarded as tolerating a certain state of affairs and does not deprive Kadonation of the right to invoke it later.

16.2 The possible nullity of one or more clauses of these GTC or part thereof shall not affect the validity and applicability of the other clauses and/or the rest of the provision in question. In such a case, Kadonation and the User will negotiate to replace the void provision with an equivalent provision that complies with the spirit of these GTC. Should Kadonation and the User fail to reach an agreement, the competent court may moderate the void provision to what is (legally) permissible.

16.3 Kadonation may amend or modify its GTC at any time upon prior notice to the User. The latest version of the GTC will always be published on the Webshop, with the date always indicated at the top.

16.4 These GTC do not affect the legal rights imperatively granted to the User under Belgian consumer protection legislation.

17 Disputes and complaints

17.1 Kadonation makes every effort to ensure that the User is satisfied. Should a User nevertheless have a complaint, they can contact Kadonation at any time by e-mail at contact@kadonation.com. In doing so, the User must clearly specify the complaint.

Kadonation aims to reply within 2 working days (i.e. Monday to Friday) of receiving the complaint.

17.2 Should the User not be satisfied with the solution proposed by Kadonation, they can always:

- Call on the Consumer Ombudsman Service of the FPS Economy, which is authorised to receive any request for out-of-court settlement of consumer disputes. It will either handle the request internally or forward it to another qualified entity. The User can reach the Consumer Ombudsman Service on this link: <https://consumerombudsman.be/en> ;
- In the event of a dispute of a cross-border nature, an appeal can be made to the European Union's Online Dispute Resolution platform via this link: <http://ec.europa.eu/odr>.

17.3 Belgian law applies. Disputes are within the jurisdiction of the courts designated by Article 624 Judicial Code

18 Language

18.1 Unless expressly agreed otherwise, the User acknowledges that the language of these GTC shall also be the language of communication in all commercial transactions with Kadonation.

18.2 The original language of this GTC is Dutch. Translations or documents drafted in another language are always merely a courtesy towards the User.