

Specific Terms and Conditions of use for the Wedding List Service

ARTICLE 1 – DEFINITIONS

Users: anybody who uses the portal Zankyou.com

Beneficiary: anybody who is benefitting from Zankyou's services and gift list.

Guest: a user visiting the website or gift list of the beneficiary.

Contributor: a guest who has made a contribution towards the gift list of the beneficiary.

Contribution: a financial contribution from a guest towards the gift list of the beneficiary.

Transaction: a payment carried out via Zankyou.

Payment account: a secured electronic payment account managed by the payment institution Lemon Way.

Wedding website: a space created and managed by the beneficiary whereby they share the relative information to their wedding.

Gift list: section of their website in which their guests can make contributions to the beneficiary.

ARTICLE 2 – OBJECT

2.1 – The Specific Terms and Conditions presented define the terms and conditions of use for the beneficiaries, and their guests as well as the use of ZANKYOU'S gift list. These specific conditions complete the General conditions of use of the service LEMONWAY, which are consultable at any moment on the following link <https://www.lemonway.com/en/terms-and-conditions/>

2.2 – The Beneficiaries, through signing the activation contract of their gift list, as well as the contributors, through the process of making a contribution, declare to be fully informed and accept without reservation the content of the Specific Terms and Conditions presented and the use of the service proposed by ZANKYOU. The use of service by the Beneficiaries and Contributors will be solely their responsibility.

2.3 – Zankyou reserves the right to modify without warning the content of the presented Specific Terms and Conditions as well as modifying the design, presentation and/or the configuration of the website, including all or part of the services functions, with the authority to add or delete.

ARTICLE 3 – PERSONAL SPACE

3.1 – The creation of a personal space is vital in order to benefit from the services offered when creating a website and gift list with ZANKYOU. The Beneficiary will be asked to provide a certain amount of personal information. All information provided by the Beneficiary through these certified procedures in order to obtain the services provided by ZANKYOU must be truthful and exact, and for this reason, guaranteeing the authenticity of the Beneficiary. If the Beneficiary refuses to provide the aforementioned information, they will then be prevented from creating their personal space and consequently, their subscription to the services mentioned below will also be annulled.

3.2 – When creating a personal space with ZANKYOU, you are required to create a profile with an email and password which the Beneficiary is committed to put to good use. This password establishes a guarantee of confidentiality of the information contained in the personal space and the Beneficiary is therefore forbidden to share this information with a third party. Consequently, the Beneficiary is the only person responsible for their password and ZANKYOU will not be held responsible for non-authorized access to the account of the Beneficiary.

ARTICLE 4 – GENERAL DESCRIPTION OF THE WEBSITE'S SERVICES AND GIFT LIST

4.1 – ZANKYOU offers the Beneficiaries, who are going to celebrate their matrimonial union (what we call "marriage"), a platform in which they can personalize, organize and structure a wedding website which allows them to share all the information they deem useful associated with their wedding. Access to the website is shared with the guests from the Beneficiary, the latter who make a contribution towards the gift list if they wish to.

4.2 – The creation of a wedding website is free. The Beneficiaries are able to subscribe to the paid services called "Premium Options". The descriptions of these options are consultable in the "Premium" section of the Beneficiary's website.

4.3 – The validity of the Gift List is linked to the wedding website’s validity. The wedding website is free for one (1) year from the date of registration. However, after this period, the Beneficiaries will be able to leave their website and registry which will then be archived or extend their website for one (1) year or one (1) month longer by buying the premium option “website extension”, the pricing being available in the Premium section of the users’ personal space. If there are remaining funds on the Gift List on the expiration day, it will be used to automatically renew the website for one (1) year. The Beneficiaries will be informed by email of the impending expiry of their website, 45 days before, then 15 days before the expiration date.

4.4 – The Beneficiaries have the option to limit access to their website and Gift List by adding a password. It is up to the Beneficiaries to share this password with their guests. By sharing this, the Beneficiaries acknowledge that they will be accountable for the use of their website through their guests and the diffusion of this password is entirely their responsibility. The guest’s use of the website will be subordinated to the validation of the general conditions of use of the website.

4.5 – By default, every wedding website will be referred to in search engines. The beneficiaries have the option to request that their site is indexed from this according to the Confidentiality section of this agreement. The delays of Indexation or Desindexation of a website depend entirely on the search engines in question. ZANKYOU will not be held responsible for this time period.

4.6 – ZANKYOU offers the Beneficiaries the option to request “Personalized Info Cards” for free in order to share their website and/or Gift List with their guests. This is limited to 100 cards through the site, however it is possible to request up to 200 by informing us through help@zankyou.com or by phone. Once this request has been made, the waiting period is from two (2) to (4) weeks. Once the request is sent, the delay in receiving these cards will depend entirely on postal service. In the case of an error not accountable to Zankyou based on the content or the design of the cards or the address provided, a new batch will be sent, the fees of this service will be charged to the beneficiaries.

4.7 - It is by default that the guest will be inclined to pay the “Wedding Box” fees whilst making a contribution towards a Gift List. The “Wedding Box” is sent to the Beneficiary two (2) weeks after the wedding date, provided they have confirmed their postal address, and include among others the printed messages sent by the guests who decided to take part in this option. The fees of the “Wedding Box” are 2.99€ per contribution and are charged to the guest. Those who do not wish to take part in this should untick this box and can ask for a refund or cancel this option within seven (7) days of making this payment. The Beneficiaries can deselect this option on their websites in “Settings” of their Gift List so that this option is not automatically ticked by default when the guests make contributions. In the case that the Beneficiary wishes to receive the messages left from their guests whom have not participated in this, they are able to pay the corresponding sum of the new request for the remaining messages.

ARTICLE 5 – CREATING A GIFT LIST

5.1 – The service offered by ZANKYOU allows the Beneficiaries to insert a Gift List into their wedding website. ZANKYOU has a catalogue of gift ideas available to the Beneficiaries of which they can use solely or partially and mix with other gifts they have created in their list. The amounts, photos and descriptions in the catalogue are by no means contractual. ZANKYOU will not be held accountable for the availability or of the non-conformances of gift ideas presented in the catalogue. The Beneficiaries can equally create their own gift ideas and add them to their Gift List. In this case, the Beneficiary will need to add a photo, a description and an amount to the gift they have created. ZANKYOU will not be held accountable for any intellectual property rights which could be derived from the descriptions mentioned and/or the photos for the gift ideas added by the Beneficiaries as well as their existence.

5.2 – The cost of a Gift List is indicated in detail in the document “Rates” which is available on the following page.

https://www.zankyou.com/docs/rates_ie.pdf

ARTICLE 6 – MAKING CONTRIBUTIONS

6.1 – The guest can carry out a contribution through various payment methods (Visa debit and Mastercard, transfer) following the process established on the site. ZANKYOU guarantees the security of the payment, and will send the contributor an email to the address used when making a payment, informing them of the details and reference of the payment they have made. The total contribution made by the contributor will only be consultable for the Beneficiaries.

6.2 – The Beneficiaries will receive a notification email each time a contributor makes a donation to their Gift List. The Beneficiaries will be responsible for checking the identity of the contributors on their website and ensuring that the payments received are in coherence with the service proposed by ZANKYOU. The Beneficiaries will be able to refuse contributions by contacting ZANKYOU, in any case, the sum, with the bank fees deducted, will be reimbursed to the contributor who will then be informed of the rejection of their contribution by the Beneficiaries.

6.3 – In the fight against fraud and money laundering, the contributions made by bank card will be subjected to a validation period of five (5) days. During this period, the contribution will be labeled “awaiting validation” and will not be able to be transferred.

6.4 – The contributor will benefit from a period of retraction of five (5) days from the date of payment. The request for a reimbursed payment should be sent by email to help@zankyou.com. The fees created by this reimbursement will be deducted from the total reimbursement. In the case where the Beneficiaries may have used all or part of the contribution, the reimbursement request will be rejected and the contributors will have to be in contact with the Beneficiaries regarding this issue, without the intervention or involvement of ZANKYOU. The surnames of the Beneficiaries are shown on their website, including the guest’s contact details when making a payment. ZANKYOU will not be held accountable for any error made on a gift list. ZANKYOU and its employers and managers will not be involved.

6.5 – In the case that a donation proves to be fraudulent or fictitious (transaction made by a cancelled card...) or not finalized (transfer not received) the contribution will be cancelled and will not be sent to the Beneficiaries’ account. ZANKYOU and its employees will not be involved and will not be held responsible.

ARTICLE 7 - USE OF CONTRIBUTIONS

7.1 – The Beneficiaries must provide ZANKYOU with the documents listed below in order to finalize the activation of their Gift List as well as make a transfer request from their gift list to their personal bank account. These documents are requested by virtue of the AML-ATF (Anti-Money Laundering-Anti-Terrorism Financing) regulation.

- a. Bank account association form connected to the Gift List (Activation contract), available on the site, to be filled in correctly and electronically signed by one of the two Beneficiaries.
- b. An official extract of bank statement certifying the account holder’s bank details are the same as those entered into the Activation Contract.
- c. ID of the account holder. This can be a passport, a National ID or both sides of a driving license. In the case of a joint account, the ID of each person is required.
- d. Additional ID of the account holder.

ZANKYOU reserves the right to not activate a Gift List if all of the requirements are not fulfilled. ZANKYOU equally reserves the right to request further documentation in order to verify the identity of the Beneficiaries.

Important: once the account holder’s documents have been sent and validated, no change of account holder will be admitted. A different bank account could be linked to the gift list only if the account holder remains the same.

7.2 – Once the required conditions are completed, ZANKYOU will inform the Beneficiaries that their bank account has been successfully associated to their gift list. From this moment, the Beneficiaries will be able to carry out transfers from their site from their Zankyou Gift List to their associated bank account. This sum will be uniquely composed of the contributions made on their ZANKYOU account at the time of request. The modification of the associated bank account will only be possible following the same procedure explained in the preceding section.

7.3 – The Beneficiaries username and password are indispensable and sufficient and legitimate enough to request a transfer. The Beneficiaries will be joint account holders of their account.

7.4 – The sum of the ZANKYOU account connected to the wedding will be managed by ZANKYOU when the couple make a transfer request. Once the transfer request has been received, the transfer will be made in two to three working days, provided that the required documents have been confirmed and the Gift Registry has been activated. ZANKYOU will not be held accountable for the end use of the total sum the Beneficiaries transfer from their Gift Registry to their bank account.

7.5 – The Beneficiaries accept the cancellation and reimbursement of a contribution in the case that the guest requests it. ZANKYOU will reimburse the contribution made using the funds available on the account of the Beneficiaries. In the case that the funds are inferior to the contribution, ZANKYOU will ask the Beneficiaries to transfer the said amount. The costs inflicted upon ZANKYOU will be charged to the guest.

7.6 – In the case that one of the Beneficiaries becomes unwell or dies before having filled out all the requirements established in paragraph 1 of this article, ZANKYOU will send two cheques corresponding to 50 % of the amount received: one to the other living Beneficiary and the other to whomever has guardianship, namely, the legal heir of the deceased beneficiary or declared invalid. In the case that both the Beneficiaries die, ZANKYOU will keep the sum of the account connected to the Gift List until it is reclaimed by legally proved heirs of the Beneficiaries. In the case that both the Beneficiaries are unwell, this request will be carried out by those in charge of their guardianship.

7.7 – Beneficiaries will resolve any type of conflict that may arise concerning the distribution of future contributions made in their Gift List between themselves without the mediation of ZANKYOU.

ARTICLE 8 – FIGHT AGAINST FRAUD AND MONEY LAUNDERING

8.1 – ZANKYOU has an anti-fraud system, taking form in automatic as well as manual controls of Transactions made on the site. In the case where an alert is triggered, ZANKYOU reserves the right to request additional information from the Beneficiaries as well as the Contributors.

8.2 – If fraud is suspected, ZANKYOU reserves the right to block a payment or a Gift List in its entirety until all doubt has been dissipated. In the case where doubts persist or when a Beneficiary or Contributor refuses to collaborate, ZANKYOU will be obliged to close the Gift List and reimburse the contributors without being liable.

ARTICLE 9 – CANCELLATION OF WEDDING

9.1 – In the case that the wedding is cancelled, the Beneficiaries must alert the contributors and ZANKYOU immediately. In all cases, ZANKYOU reserves the right to notify the contributors of the cancellation of the wedding and to close their website and Gift List.

9.2 – The cancellation of the wedding will consequently result in the closure of the Gift List.

a. The sum of the donations that has already been transferred to the Beneficiaries will remain their responsibility, preventing the contributors from contacting ZANKYOU on the subject.

b. Concerning the amount of contributions, which at the time of cancellation have not yet been transferred, the Beneficiaries must indicate whether this money should be transferred to their bank account or reimbursed to the Contributors. In this specific case, the Contributors must request this in writing to ZANKYOU. These charges can be paid for by the Beneficiaries if they wish.

9.3 – ZANKYOU will not be responsible for disputes that may arise between the Contributors and the Beneficiaries concerning the consequences of cancelling the wedding and the redistribution of the contributions. Under no circumstances will ZANKYOU fulfill any intermediary position within controversial circumstances which may arise between both the Contributors and Beneficiaries as well as the future newly-weds.

ARTICLE 10 – DECLARATIONS AND RESPONSIBILITIES OF ALL THE USERS WITH NO EXCEPTION

10.1 – The users agree to use the Service in accordance with these T&C, the law, morality, generally accepted good customs and public order.

10.2 – The users will not publish any content that may harm others on their Gift List or that does not respect the laws in force.

10.2 – The users waive liability for ZANKYOU with respect to the information contained on the website they use.

ARTICLE 11 – DECLARATIONS AND RESPONSIBILITIES OF THE BENEFICIARIES

11.1 – The Beneficiaries declare to be of age and dispose of the necessary legal capacity to request the services offered by ZANKYOU.

11.2 – The Beneficiaries must sign up online on the website, read and accept the general and specific conditions before being able to use the Services offered. On their agreement, the Beneficiaries:

a. Guarantee the veracity of the information given on their identity, their email address and their postal address which they have submitted in the registration forms.

b. Declare themselves responsible for the authenticity of the marriage as well as the veracity of the information written on their website and guarantee that the content published will respect the laws enforced in the matter and the dignity of the people. Only the Beneficiaries will be able to use their website or their Gift List concerning the graphic material or texts if they have the corresponding rights of use.

c. Are responsible for the correct use of their website, for both the password to log in as well as connecting to their personal space. The Beneficiaries must alert ZANKYOU immediately to any missing or stolen login credentials, fully assuming the consequences until we have been alerted. Once ZANKYOU has received this information, the Beneficiaries will be provided with new login credentials.

ZANKYOU will not be responsible for intellectual property rights deriving from descriptions and/or photographs for gift ideas inserted by the Beneficiaries as well as the reality or the existence of those included.

11.3 – The Beneficiaries will not exert any type of action against ZANKYOU in order to protect their image, intellectual property rights and their private life, concerning all the information published on their website and acknowledge that publishing their website will result in it being found in search engines. Whilst the Beneficiary makes this request, search engines have a waiting period of four (4) weeks minimum in order to delete all of the information. ZANKYOU will not be held accountable for this period.

11.4 – The Beneficiaries will resolve any type of conflict that may arise concerning the content of their wedding website between themselves, without the mediation of ZANKYOU.

11.5 – The Beneficiaries will accept to return the payment to the Contributor in the case where this may be the result of fraudulent activity. The Contributor will be able to make this reclamation via their bank within a 1 year period after having made the donation. ZANKYOU will reimburse the donation using the available funds on the ZANKYOU account of the Beneficiaries. In the case that the Beneficiaries funds are inferior to this amount, ZANKYOU will reserve the right to request the remaining amount from the Beneficiaries.

ARTICLE 12 – DECLARATIONS AND RESPONSIBILITIES OF THE CONTRIBUTOR

12.1 – The contributor guarantees the veracity of the information given on their identity, their email address and their postal address whilst making a payment and consent to this information being shared with the Beneficiaries.

12.2 – The Contributor declares themselves responsible for making a contribution on a Gift List, omitting any responsibility on behalf of ZANKYOU for any error on their part concerning the Identification of the Gift List or the amount contributed.

12.3 – The Contributor accepts that the payments made are irrevocable, and acknowledge that they cannot request to be reimbursed by ZANKYOU, apart from the cases mentioned in articles 6.5, 7.5 and 9.2.b.

12.4 – The contributor declares themselves responsible for the veracity of the information that they have provided, in this precise case, on the wedding website and guarantee that the content published on this website respects the enforced laws and the dignity of the people. They will only be able to use the graphic material or the texts in which they have rights to use. The Contributors agree to never use this service outside of the context of a wedding.

ARTICLE 13 – EXONERATION OF RESPONSIBILITY

13.1 – In the case that it is impossible to access the website, for technical reasons or any reason that is not chargeable to ZANKYOU, the user will not be able to claim damages or any compensation.

13.2 – Insofar as different services and interfaces made available to the Beneficiaries on this site are free, ZANKYOU will not be held accountable on their end in terms of availability and the proper functioning of these services. Any dysfunction or interruption of these services will therefore not constitute as damage for the users who will not be able to claim any compensation.

13.3 – For a client who has registered for a paid service for a determined length of time, they will be able to claim a reimbursement proportionate to the amount of time this service is unavailable.

13.4 – The sites and content published are the complete and entire responsibility of the person who created it. Users are directly informed that ZANKYOU does not guarantee the accuracy of the data on the site in any way. The Beneficiary will only respond to the content of the site they have created, the originality, authenticity and the nature of rights carried by these will not be in any way the responsibility of ZANKYOU and will not be liable in this regard. The Beneficiary therefore acknowledges that they must take responsibility for themselves if they ever take action against ZANKYOU, for the storage or the diffusion of the content of the services offered on this website. Equally, ZANKYOU will not be responsible for any comments left by guests and internet users on websites; this comment is personal and is uniquely the responsibility of the person who left it. However, users can send an email to ZANKYOU to request the deletion of any comment.

13.5 – Hypertext links will be present on the Beneficiaries websites and can send you to other internet sites. ZANKYOU's liability cannot be incurred if the content of these sites contravenes the laws in force. Equally, ZANKYOU will not be held responsible if a user's visit, to one of the sites, causes them any harm or prejudice.

13.6 – The present Specific Terms and Conditions can be changed at any time by ZANKYOU.