

## Terms and conditions of use for WEDDING REGISTRY service

### ARTICLE 1 – DEFINITIONS

**Users:** anybody who uses the portal Zankyou.com

**Beneficiary:** refers to the individuals benefiting from Zankyou's website and wedding registry service.

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

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

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

**Transaction:** a payment carried out via Zankyou.

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

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

### ARTICLE 2 – OBJECT

**2.1** – The 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 registry.

**2.2** – The Beneficiaries, through signing the activation contract of their gift registry, 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 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 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 registry 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 REGISTRY

**4.1** – ZANKYOU offers the Beneficiaries, who are going to celebrate their matrimonial union ("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 registry 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 Registry 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 Registry 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 Registry 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 Deindexation 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 Registry 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](mailto:help@zankyou.com) or by phone. Once this request has been made, the waiting period is from two (2) to four (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 Registry. 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 3.99 \$ 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 Registry 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 REGISTRY**

**5.1** – The service offered by ZANKYOU allows the Beneficiaries to insert a Gift Registry 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 registry. 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 Registry. 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 Registry is indicated in detail in the document "Rates" which is available on the following page.

[https://www.zankyou.com/docs/rates\\_au.pdf](https://www.zankyou.com/docs/rates_au.pdf)

## **ARTICLE 6 – MAKING CONTRIBUTIONS**

**6.1** – The guest can carry out a contribution through various payment methods (Visa debit and Mastercard) 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 Registry. 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** – As the money is transferred immediately to the Beneficiaries' PayPal Account, the contributors will have to be in contact with the Beneficiaries regarding refunds, without the intervention or involvement of ZANKYOU. The surnames of the Beneficiaries are shown on their website, ZANKYOU will not be held

accountable for any error made on a gift registry. ZANKYOU and its employers and managers will not be involved.

**6.4** – In the case that a donation proves to be fraudulent or fictitious (transaction made by a cancelled card...) the contribution will be cancelled and will not be sent to the Beneficiaries' PayPal 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 ID of the account holder in order to finalize the activation of their Gift Registry. This can be a passport or both sides of a driving license. In the case of a joint account, the ID of each person is required. These documents are requested by virtue of the AML-ATF (Anti-Money Laundering-Anti-Terrorism Financing) regulation.

ZANKYOU reserves the right to not activate a Gift Registry 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.

**7.2** - In order to receive money, Beneficiaries must activate their Gift Registry by associating a PayPal Account with their Gift Registry. ZANKYOU will request all information necessary from the Beneficiaries to associate a PayPal Account. The Beneficiaries must sign online the Activation Contract available on the Website, completed in full and signed by one of the Beneficiaries and upload all requested documents to justify their identity. ZANKYOU reserves the right to refuse to associate a PayPal Account with the Gift Registry and, therefore, refuse to honor the Transfer Orders if the requirements indicated in the first section are not duly met. In case of suspected fraudulent use Zankyou reserves the right to request additional documents, such as a Government accepted proof of identity, utility bill, etc.

**7.3** - Once these requirements have been met, ZANKYOU will notify the Beneficiaries that their PayPal Account has been associated successfully. The associated PayPal Account may only be changed by following the same process indicated in the section above. If the Beneficiaries change the PayPal Account associated with their ZANKYOU Gift Registry, then the Beneficiaries must notify ZANKYOU immediately. It is the responsibility of the Beneficiaries to verify that their all their information is correct and up to date before submitting the contract.

**7.4** - The Beneficiaries agree to return the amount of the Contributions to the Contributor if they have been made in conjunction with fraudulent activity. The Beneficiaries also agree to return the amount of the Contributions made by the Contributor if the Contributor requests it. All the charges and fees incurred by ZANKYOU must be covered by the Contributor. In the event of disagreement between the Beneficiaries or between ZANKYOU and the Beneficiaries in this regard, ZANKYOU reserves the right to close the Gift Registry. ZANKYOU cannot be held responsible for the use of the received funds.

**7.5** - The Beneficiaries agree to resolve any disputes that may arise between them regarding the future distribution of the Contributions received deriving from the Wedding, without the mediation of ZANKYOU.

**7.6** – ZANKYOU provides the Beneficiaries the option to benefit from a network of associated businesses and travel agencies. The steps to follow as well as the amount of each reduction are detailed in the "Reduction" Section of the Beneficiaries website.

## **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 Registry 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 Registry and reimburse, if possible, 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 Registry.

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

**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 Registry or that does not respect the laws in force.

**10.3** – 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 Registry 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.

## **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 Registry, omitting any responsibility on behalf of ZANKYOU for any error on their part concerning the Identification of the Gift Registry 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 article 7.4.

**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 Terms and Conditions can be changed at any time by ZANKYOU.