

## Terms and Conditions

Last updated - 11 March 2021

### 1. Information about us and how to contact us

- 1.1 **Who we are.** We are Reblo AS and are a private limited company registered in Norway. Our company registration number is 924 973 250 and our registered office is at 3 Sverdrups Gate, 0559, Oslo, Norway.
- 1.2 **How to contact us.** You can contact our customer service team by writing to us at help@wamapp.io
- 1.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you using the contact details you provided to us in your order.
- 1.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails and text messages.

### 2. Our Terms

- 2.1 Reblo AS operates a website (wamapp.io, wamapp.no, wamapp.uk and wamapp.co.uk and other relevant domains) (the "**Website**") and a mobile application for iOS and Android (the "**App**") under the name "WAM". Please read these terms and conditions (the "**Terms**") carefully. By downloading, accessing or using the App, our Website or other products or services (collectively, the "**Services**") of Reblo AS and our affiliates you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Services. We recommend that you print a copy of these Terms for future reference.
- 2.2 For the purposes of these Terms, "WAM", "we", "us" or "our" refers to Reblo AS and "you" or "your" refers to any person who accesses or uses the Services.
- 2.3 WAM provides a mobile application platform ("**Platform**") whereby customers (each a "**Gift Sender**") can purchase one or more gifts for their loved ones (each a "**Gift Recipient**") by choosing from a selection of products ("**Products**") made available on our App by participating businesses ("**Businesses**"). These Terms apply to both Gift Senders and Gift Recipients (collectively referred to as the "**Users**").
- 2.4 WAM's role is solely to act as a facilitator for the sale and purchase of Products offered by the Businesses on the Platform. There shall be no contractual relationship between WAM and the Users with regard to the Products or the sale of the Products. WAM has no responsibility in respect of the Products or fulfilment of the agreement between the Users and the Businesses.
- 2.5 WAM serves only as a tool for the Users and the Business to get in contact, agree on a purchase and settle their obligations. The purchase agreement is entered into solely by the User and the Business at their own risk and WAM has no responsibility for any potential breach of contract by any of the parties.

### **3. Your privacy**

- 3.1 WAM's cookie policy and privacy policy, as available at all times on WAM's Website, shall form an integrated part of these Terms and shall be automatically accepted upon acceptance of these Terms.

### **4. Eligibility**

- 4.1 WAM's App is intended for use by people who are 18 years of age or older and persons under the age of 18 must not download or use the App.

### **5. Acceptance**

- 5.1 When placing an order on the Platform, the Gift Sender confirms that they are:
- (a) legally capable of entering into binding agreements;
  - (b) a consumer shopping for personal purposes; and
  - (c) at least 18 years old and in the possession of a valid debit, credit card or other payment means available for payment on the Platform.
- 5.2 By accepting these Terms, the User accepts to receive all relevant information in English. Furthermore, the User accepts that all agreements between the User and WAM and any related information necessary for conducting the Services are stored by WAM in accordance with WAM's privacy policy.
- 5.3 Furthermore, by accepting these Terms, the Gift Sender accepts to receive emails, text messages and push notifications related to any orders placed by him or her. This is required by WAM in order to ensure that the Gift Sender receives all essential notifications related to the order.

### **6. The Products**

- 6.1 As noted above, WAM's role is solely to act as a facilitator for the sale and purchase of Products offered by the Businesses on the Platform. There shall be no contractual relationship between WAM and the Users with regard to the Products or the sale of the Products. WAM has no responsibility in respect of the Products or fulfilment of the agreement between the Users and the Business(es).
- 6.2 WAM does not, in any way, manufacture, sell, purchase, store, prepare, produce, process, mark, pack, deliver or handle the Products. WAM has no responsibility for the fulfilment of the contractual obligations towards the User regarding the Products, including the manufacturing, sale, purchase, storage, preparation, production, processing, marking, delivery, quality, ingredients, allergens or handling of the Products, and the compliance with applicable legislation, including with respect to the above, unless WAM is explicitly designated as the manufacturer or seller of the Product on the Platform.
- 6.3 The Gift Sender can find information about the Products and a basic description about the Products on the Platform. This information is only instructive and for the purpose of giving the Gift Sender enough information for evaluating selected Products before making an order.

- 6.4 There may be instances where the Platform is not updated and where the actual product range, stocked items etc. is not as stated on the Platform. In such cases, WAM has no liability. It is the Businesses that are responsible for providing information about the Products and to ensure that it is factually accurate and up-to-date. WAM does not undertake any such responsibility and, hence, has no liability for the contents of or availability of information regarding the Products.
- 6.5 Each Business on the App is responsible for the content and information on the Platform, that the Products are in accordance with the information provided and that they comply with public law requirements.
- 6.6 If the Gift Sender is in doubt about allergy warnings, contents of a dish or any other menu information, the Gift Sender shall confirm with the Business directly before ordering. The Business's contact information will appear on the Platform.
- 6.7 Upon request, the Business shall provide the User with information regarding ingredients, allergens and other labelling related information in relation to the Product. WAM will not assume any liability for Users' adverse reactions to any Products for any reason, including if consumed inconsistently with the labelling or the information set out in these Terms, the App or given directly by the Business.
- 6.8 WAM is not liable or responsible for any failure to perform or any delay in the performance of any obligations relating to the Products, including with respect to manufacturing, sale, purchase, storage, preparation, production, processing, marking, delivery, quality, ingredients, allergens or handling of the Products.
- 6.9 The images of the Products on our App are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images.
- 6.10 The packaging of the Product may vary from that shown in images on our App.

## **7. Ordering Products**

- 7.1 A list of active Businesses can be found on the App. Once the Gift Sender has selected the Business and the Product or Products he/ she wishes to purchase, the Gift Sender will be given the opportunity to submit his or her order (the "**Order**").
- 7.2 When ordering a Product, WAM will, on behalf of the individual Business, accept payment and confirm the Order. When ordering a Product on the App, the Gift Sender also accepts the purchase terms of the individual Business from whom they have ordered the Product(s). All purchases and sales through WAM are subject to the individual Business's general terms and conditions. In the event that the Business does not have special purchase terms, the applicable legislation at any time applies to the agreement between the Gift Sender and the Business.
- 7.3 For more information about consumer statutory rights in Norway, may we refer you to (i) The Consumer Purchase Act (ii) The Right of Withdrawal Act (iii) The E-Commerce Act and (iv) The Food Information Regulations.

## **8. Order Confirmation**

- 8.1 After making an Order, a message will appear on the Gift Sender's phone screen confirming the gift has been "WAM'ed" and providing them with a copy of the receipt for the Order. The agreement between the Gift Sender and the individual Business is binding as soon as this confirmation is received.
- 8.2 WAM will notify the Gift Recipient by way of text message that the Gift Sender has sent them a gift and provide them with details of the gift and where they can collect it from (the "**Gift Notification**").
- 8.3 The Gift Sender acknowledges that any person with access to the Gift Notification may be able to redeem the gift, regardless of whether Gift Sender intends for such person to receive the Gift Notification or the gift. WAM is not responsible for any incorrect contact or other information provided by the Gift Sender which leads to an unintended recipient redeeming the gift.
- 8.4 If WAM is informed that the contact information provided by the Gift Sender is invalid (for example the text message to the Gift Recipient is returned as "undeliverable") WAM shall make reasonable efforts to contact the Gift Sender to obtain updated contact information to resend the Gift Notification.

## **9. Right of cancellation**

- 9.1 The Right of Withdrawal Act gives consumers a right to cancel an order for up to 14 days after the day the order is made, subject to certain exceptions.
- 9.2 With regards to purchases made on the App, if the Product has already been collected from the Business then it is not possible to cancel the Order.
- 9.3 If the Gift Sender wishes to exercise their right of withdrawal, he/she must notify WAM in writing by using the "Cancel my order" form in the App or sending an email to **help@wamapp.io**. WAM will then forward this cancellation request to the relevant Business in question for processing. The right of withdrawal is a relationship between the Gift Sender and the individual Business and not between the Gift Sender and WAM.
- 9.4 Either the Business in question (or WAM on its behalf) will notify the Gift Sender of the cancellation and arrange a refund. The Business in question reserves the right to charge a fee to the Gift Sender for cancelling the Order and such fee, if any, will be disclosed to Gift Sender at the time that the cancellation notification is made.

## **10. Collection**

- 10.1 Upon arrival at the Business, the Gift Recipient shall show the text message or confirmation in the App to the Business' employee, after which the employee shall "redeem" the gift receipt and hand out the Product. It is the Gift Recipient's responsibility to ensure that the text message or confirmation in the App can be shown at collection. The Gift Recipient shall verify the content of the Product upon receipt. Accordingly, the Gift Recipient is required to make sure that the Product(s) and number of Product(s) handed out correspond to the Gift Sender's Order.
- 10.2 The Gift Recipient must collect the Product(s) from the Business in a timely manner and no later than **30 DAYS** after receipt of the Gift Notification. If the Gift Recipient does not collect their gift within this timeframe, the Business has the right to do as they see fit with the Product. Unless otherwise stated by the Business, the Users are not entitled to a refund for a Product that is not redeemed within this timeframe.

## **11. Price**

- 11.1 All prices are indicated in Norwegian Kroner and are inclusive of applicable VAT.
- 11.2 Any fees related to the Order and payment will be calculated and listed when the Gift Sender places the Order.

## **12. Payment**

- 12.1 The Platform uses a PCI compliant payment service provider, known as Stripe Connect (“**Stripe Connect**”). Payment by debit or credit card on the Platform is safe and certified by the card issuer. All payments are made through an encrypted internet connection.
- 12.2 Payment processing services for users of WAM are provided by Stripe Connect and are subject to the Stripe Connected Account Agreement<sup>1</sup>, which includes the Stripe Terms of Service<sup>2</sup> (collectively, the “**Stripe Services Agreement**”). By agreeing to these Terms, or continuing to operate as a User on WAM, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe Connect from time to time.
- 12.3 The Gift Sender can pay for the Product with debit or credit cards via Stripe Connect which is made available on the Platform. If using a credit or debit card, the Gift Sender must enter his or her card number, the expiration date and the security code when placing an Order.
- 12.4 Upon placing an Order, the amount stipulated by the Business for the Product (the “**Purchase Price**”) is debited from the Gift Sender’s bank account (the “**Account**”). Such information is handled and may be stored by Stripe Connect.
- 12.5 If the Gift Sender’s credit card or payment method is rejected when trying to pay for an Order, the Gift Sender should verify that the entered information is correct. If the Gift Sender has corrected the error and the credit card is still rejected, WAM recommends that the Gift Sender contacts his or her bank.
- 12.6 By accepting these Terms, the Gift Sender accepts the method of payment set out above and acknowledges and agrees that WAM is not responsible or liable to the Gift Sender in relation to the above.

## **13. Provision of information**

- 13.1 It is the Gift Sender’s responsibility to ensure that all information that he or she provides to WAM is truthful, current, accurate and complete and that he or she is responsible for maintaining the accuracy and completeness of that information going forward. It is also the Gift Sender’s responsibility for ensuring that their Account details are kept strictly confidential.
- 13.2 The Gift Sender is responsible for entering his or her correct personal information in the App, including but not limited to his or her Account details. The Gift Sender is also responsible for providing correct details for the Gift Recipient including their name and telephone number.

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<sup>1</sup> <https://stripe.com/connect-account/legal>

<sup>2</sup> <https://stripe.com/legal>

13.3 WAM is not responsible for funds that are transferred to the wrong bank account or for the Gift Recipient not receiving a Gift Notification as a result of the wrong information being provided by the Gift Sender.

13.4 The Gift Sender accepts all risks of unauthorised access and use relating to the Gift Sender's use of the Service and will notify WAM promptly if he or she discovers or suspects any unauthorised access or use.

#### **14. Third Party Content**

14.1 The App and the Website contain and/or provide access to content provided by the Businesses and other third parties, including, Product description, pricing, photographs, graphics and other information ("**Third Party Content**").

14.2 WAM does not and cannot review all Third Party Content made available through any part of the App or the Website. As such, WAM cannot guarantee the correctness of any Third Party Content posted on the App and/or the Website. In no event shall WAM be liable for any damages arising out of the Users' use of the App and/or the Website or for any loss or damage of any kind incurred as a result of any Third Party Content or offers.

#### **15. Right of complaint, Product defects etc**

15.1 All agreements about the sale and purchase of Products made available on the App have been entered into between the Gift Sender and the relevant Business. WAM is not part of the contractual relationship between consumer and seller and WAM cannot be held responsible for any errors or defects in the Product(s).

15.2 In the event of errors or defects in the Product, the User must contact the relevant Business to notify them of this. For complaints, the current terms and conditions of the relevant Business and applicable legislation apply.

15.3 Notwithstanding the above, WAM wishes to ensure the best possible customer experience and if a User has a question or concern, we will do our best to help. If the question is connected to a particular Business, we will help you get in touch with the right person. If you want to contact us, you can do so at: **help@wamapp.io**

15.4 In the event the User is not satisfied with the way the complaint has been handled, these Terms do not limit the means available to the User to resolve the dispute it has with the Business under statutory law. The Services are covered by statutory consumer protection legislation and other statutory legislation regarding the purchase of goods and provisions set out therein regarding defects and delays. Accordingly, the User may submit a complaint to the relevant consumer protection authority.

#### **16. Customer behaviour**

16.1 Users are requested to show respect for the Business's other customers and personnel, as well as WAM's personnel.

16.2 Users are notified that in case of inappropriate behaviour towards the Business, the other customers of the Business or WAM, or if the User commits a crime against the Business in connection with the Service, or violates the code of conduct rules of the Business or WAM or any other similar behaviour, WAM may, in particular after complaints made by the Business, ban, exclude or suspend the User from the Platform and the Services. The intervention of WAM does not deprive the Business of the means and rights at its disposal to obtain possible reparations.

16.3 WAM has the right to at any time suspend a User or terminate the User's access to the App and Website if the User violates these Terms or uses the App and/or Website in a way that is harmful to WAM or any third party.

## **17. Disclaimer**

17.1 Whilst WAM shall attempt at all times to provide a good user experience, we cannot and do not represent or warrant that the Services will always be secured or error free or that the Services will always function without delays, disruptions or imperfections. WAM shall not be held responsible if the App and/or the Website are down or if any content, information or functionality does not work as expected.

## **18. Limitation of liability**

18.1 WAM shall not be liable for losses arising out of or in connection with (i) matters for which a Business bears the responsibility, (ii) faults of third parties or through non-attributable interruption of availability of the Platform; (iii) orders by Gift Senders made using fraudulently obtained payment data or other contractual data (e.g. the "phishing" of credit card data, identity theft etc.); (iv) content of sites to which the Platform links, including the accuracy of the linked sites and the data protection at such site(s); and (v) similar events as set out under (i) – (iv) above.

18.2 WAM is not liable or responsible for any failure or non-compliance with respect to its Services if such failure is caused by circumstances outside WAM's control. Such circumstances may include but are not limited to disruptions in the operation of WAM and/or the Business as a result of legislation, acts of state or public authorities, acts of war, terrorism, strikes, physical blockades, lockouts, natural disasters and pandemics.

18.3 WAM shall only be liable for direct losses and shall in no event be liable for indirect or consequential losses. This also applies in respect to Product liability.

## **19. Termination of Services**

19.1 WAM reserves the right to modify, suspend, or discontinue the App and the Website without notice at any time and without any liability to you.

## **20. Intellectual property**

20.1 Unless otherwise stated, the copyright and other intellectual property rights in the Platform and in material published on it (including without limitation text, graphics, images, code, illustrations, designs, icons, photographs, video clips, and written and other materials) are owned by WAM or WAM's licensors. These works are protected by copyright laws and other intellectual property laws and all rights are reserved.

## **21. Use of Website or App content**

21.1 Except as expressly permitted under these Terms, the Users may not modify, reproduce, duplicate, copy, publish or create derivative works of any portion of the Website or the App, any content, photographs, descriptions, software, coding, image or other information or any data taken therefrom or any information or materials retrieved from either of them, which includes graphics and logos, presentations, in whole or in part.

21.2 Furthermore, the Users may not use the Website or App for any purpose that (a) invades any person's or entity's privacy or other rights (b) misidentifies the Gift Sender or Gift Recipient or impersonates any person or entity, including, without limitation, any employee or

representative of WAM or (c) could otherwise reasonably be deemed or viewed to be unethical, illegal or offensive.

## **22. Governing law**

22.1 These Terms (and any Order and purchase of Products made hereunder) are subject to the exclusive jurisdiction of Norway. Any dispute arising out of or in connection with these Terms shall – where such dispute cannot be settled amicably – be decided by the courts of Norway.

## **23. Amending these Terms**

23.1 WAM reserves the right to revise and amend the Terms from time to time. If we change these Terms, we shall provide a notification, such as posting a notice on the Services, sending an email to the Users or updating the "Last updated" date above. Your continued use of the Services will confirm your acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the Services. If you do not agree to the amended Terms, you must stop using the Services and delete the App.

23.2 The Gift Sender's Order will be subject to the Terms applicable at the time when the Gift Sender placed the order.

## **24. Severability**

24.1 If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

## **25. Questions**

25.1 If you have any questions regarding the use of the Services, please email WAM at [help@wamapp.io](mailto:help@wamapp.io)