

Terms and conditions

CoVoucher, CoVoucher20, and CoVoucher20.org

21 May 2020

1. General terms

The website CoVoucher20.org ('CoVoucher20.org' or the 'site') offers vouchers for services or products (the 'service') of other companies (the 'partner' or 'the partners') to clients (the 'customer', or the 'customers', or the 'Purchaser', or the 'Purchasers'). These terms refer to 'Members' as including both 'partners' and 'Purchasers'. The issuers of vouchers and parties liable for the specified goods or services are exclusively the corresponding partners, which provide these services pursuant to their own respective terms and conditions. CoVoucher20.org acts only as an agent and guarantor for the partners, and may not be held liable for the provision of vouchers for the specified services or the supply of specified goods. When Purchasers buy vouchers via CoVoucher20.org, a sales contract is concluded directly between you and CoVoucher20.org; when Purchasers convert the voucher to a booking, another sales contract is concluded directly between Purchasers and the partners that takes precedence over the vouchers sold; when the product or service delivery takes place, the voucher is extinguished.

The use of CoVoucher20.org services is subject to the following Terms of Use. The vouchers sold by CoVoucher20.org refer to a particular service, a particular product, or a particular performance or value, or other products and services offered by the Partner.

2. Legal ownership

The CoVoucher20.org site and system of vouchers for sale are owned by:

Genuine Happiness, Serviços Digitais Unipessoal Lda

Bairro 5, Lote 7, Quinta do Bom Sucesso

2510-662 Vau

Portugal

<https://covoucher20.org/contact>

3. Acceptance of terms

The Terms of CoVoucher20.org are accepted by either confirming the 'I accept CoVoucher20.org's terms & conditions' checkbox during the purchase process or by effectively using the provided Service. In this case, you acknowledge that CoVoucher20.org considers the use of its Services as acceptance of these Terms. These Terms can be reviewed, saved, or locally printed at any time at <https://www.CoVoucher20.org/documents/Terms-and-conditions.pdf>

4. End User Conduct

This Site and any individual sites or merchant-specific, country-specific, or area-specific sites now or hereinafter contained within or otherwise available through external hyperlinks with our Site (the "Microsites") are private property. All interactions on this Site and/or the Microsites must comply with these Terms of Use. End users must restrict any and all activity in connection with the use of this Site and the Microsites to that which involves lawful purposes only. End User shall not post or transmit through this Site any material which violates or infringes in any way upon the rights of others, or any material which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without CoVoucher20.org's express prior, written approval, contains advertising or any solicitation with respect to products or services. Any conduct by an End User that in CoVoucher20.org's

exclusive discretion restricts or inhibits any other End User from using or enjoying this Site and/or any of the Microsites is strictly prohibited. End User shall not use this Site or any of the Microsites to advertise or perform any commercial, religious, political or non-commercial solicitation, including, but not limited to, the solicitation of users of this Site and/or the Microsites to become users of other on- or offline services directly or indirectly competitive or potentially competitive with CoVoucher20.org. Any conduct by an End User that in CoVoucher20.org's exclusive discretion constitutes a breach of our terms of use will result in the immediate termination of the end user's account without warning or explanation.

5. Purchase

The purchase period for a voucher is limited by the number of vouchers issued by the Partner. Vouchers issued and not purchased may be changed without warning at any point.

To purchase a Voucher on CoVoucher20.org:

1. Log in or sign up on the site.
2. Navigate to the page of the voucher issuance.
3. Select the desired number of vouchers.
4. Accept the Terms of Use and press "Buy" (or similar).
5. On the page of our payment processing partner, enter your bank account details, credit card information, or debit card information.
6. Click "Buy" to finish your order.
7. See your vouchers on the dashboard of the logged-in patron.

6. Payment and complete purchase

The voucher purchase shall be deemed completed only if our payment processing partner processes your payment successfully. Should the payment be rejected (e.g. account does not exist, insufficient funds, incorrect credit card number, or credit limit reached) the voucher purchase shall be deemed not completed.

7. General Terms of the Voucher

1. Vouchers will be available in your CoVoucher20.org account immediately (provided your purchase was successful), unless stated otherwise. Your CoVoucher20.org account can be accessed through your patron account on CoVoucher20.org.
2. In most cases CoVoucher20.org will alert you via email when your vouchers are ready. However, CoVoucher20.org cannot guarantee this email will be delivered to you, as the delivery results depend on several factors beyond our controls such as email blockers, spam filters, the accuracy of the email address you provide, etc.
3. All vouchers are imprinted with a unique code, which CoVoucher20.org's partners will compare with their own code list upon redemption. Vouchers may be transferred, unless otherwise stated.
4. Copying, editing or manipulating the vouchers is not allowed. CoVoucher20.org reserves the right, should a reasonable suspicion of unauthorized duplication exist, to disclose stored information with the corresponding partner and initiate legal action.
5. Unless otherwise specified, each voucher can only be redeemed once at a partner. Should the voucher value be partially consumed or a corresponding service not fully enjoyed, the unused portion shall be forfeited. No refunds shall be given for unused portions of a voucher.
6. Each voucher may have specific details provided by the Partner in the "Description" section. Voucher specific terms supersede any inconsistent terms in this Agreement, except to the extent such terms are prohibited by applicable law.
7. The minimum value for a voucher is 8 euros, or equivalent in other currencies.

8. Voucher Validity, Redemption, and Reimbursement

1. Each voucher is valid for a period in months from when the World Health Organization (WHO) declares the Covid-19 global pandemic over. You may redeem the voucher from when the Partner reopens the business until that time. For example, if the Partner chose an expiration of 6 months, the country exits the lockdown in August 2020, and the WHO declares the pandemic over in October 2020, then the voucher is valid until April 2021 (6 months after the end of the pandemic). Unless otherwise required by applicable law, a voucher that is not redeemed by the end of its valid period will no longer be valid and will have no value.

2. CoVoucher20.org assumes no responsibility for the Service purchased by the Purchaser and received at the Partner. The Service is provided to the Purchaser by the Partner on its own account and name; hence CoVoucher20.org shall not be liable before the Purchaser for breach of duty of a Partner upon service delivery. Should problems arise upon voucher redemption or service provision, CoVoucher20.org will endeavour to find a solution. Should this be the case, write us an e-mail to <https://covoucher20.org/contact> or contact us by phone.
3. Once the voucher converts to a booking for the Service, both Purchaser and Partner are subject to all applicable local and national law governing the delivery of the Service, including but not limited to health and safety regulations to prevent the spread of covid-19.
4. The following rules govern rights to the voucher:
 1. if the Partner issuing the voucher is a going concern during the validity of the voucher, the Partner holds the right to the voucher and the Purchaser cannot obtain a reimbursement; in this case, a voucher can only
 1. be forfeited at the expiration date, whereupon the Partner will receive the value of the voucher minus applicable fees detailed in XX; or
 2. be redeemed and converted to a booking directly with the Partner.
 2. if the Partner issuing the voucher is unable to fulfil the voucher for a valid legal reason, including but not limited to, declaration of bankruptcy of the business, state of emergency, inappropriate health condition to return to work, or death of the owner, the Purchaser has a choice to either
 1. redeem the voucher at another Partner, the “Fulfilling Partner” for an equivalent activity; and the Fulfilling Partner will receive the value of the voucher minus the service fee in XX; or
 2. request a reimbursement of the voucher in full.

9. Price match guarantee

Upon converting a voucher to a booking, if the value of the Service is lower than the value of the voucher (either because the Partner on the voucher has lowered its prices or because the Partner fulfilling the voucher has a lower price), the Purchaser will receive the difference. If the service has a higher cost, the Purchaser will be entitled to the Service without paying the difference. In either case, fees apply to the lowest price of the Service, i.e. the net payment from the Purchaser.

10. Cancellations

1. Vouchers have a 48-hour cancellation grace period; to cancel a voucher, the Purchaser should log in to CoVoucher20.org and request a cancellation or contact us at [CoVoucher20.org/contact](https://covoucher20.org/contact). After that grace period, a Purchaser can no longer cancel a purchase.
2. CoVoucher20.org may cancel a confirmed purchase, or refuse to fulfil a purchase request, in these cases:
3. If the CoVoucher20.org offer included an honest mistake about the price, service/product description or offer conditions
4. If CoVoucher20.org runs out of stock
5. If there is a technical issue with CoVoucher20.org’s website
6. If the buyer provided incorrect or incomplete details such as credit card number or delivery address
7. In all conditions described in the point 10.2 above, the buyer will not be entitled to any additional compensation.

11. Refunds

CoVoucher20.org only offers a reimbursement in the case described in 8.4.2.2. This enables us to provide Purchasers with a “commitment device”, wherein they commit to using the Service or forfeiting the voucher; and to fulfil our mission of supporting local businesses and providing valuable information. Businesses may use the information in the monetary amount of sold vouchers as a signal to request a credit line from their bank; a permissive refund policy would nullify the value of such information for budget planning.

12. Escrow account and fulfillment event

CoVoucher20.org holds the full value of sold vouchers in an escrow account with our financial partner. CoVoucher20.org accesses this amount after the voucher is redeemed, the Service provided by a partner, and Service reception confirmed by the Purchaser (jointly called a “fulfillment event”).

If CoVoucher20.org ceases to be a going concern, our financial partner is our “living will executioner”: they hold access to the escrow account with the value of all outstanding vouchers and will reimburse them to the Purchaser.

13. Commissions and fees

CoVoucher20.org charges two types of fees upon a fulfillment event:

1. a service fee of 6% to cover to cover running costs, such as payment processing costs, account holding fees, information technology service rentals, and labour costs.
2. an incentive fee of 9% to reward fulfillment of other vouchers: CoVoucher20.org may ask a Partner to become a Fulfillment Partner for voucher of similar services from other Partners that are unable to fulfil them due to conditions in 9.4.2.1. A Partner will earn back this incentive fee over a period no longer than 4 months in proportion to the ratio of monetary volume of vouchers that it fulfills divided by the monetary value of vouchers that CoVoucher20.org asked it to fulfill, under the terms described in 8.4.2.1.

The following diagrams are included for simplicity and clarity, although they are superseded by the above explanation in text. In this example, the Partner uses the information from the sale of a CoVoucher to secure a credit line from its bank to pay fixed costs during the pandemic.



Figure 1: Purchase of voucher



Julho 2020: reserva e realização do serviço
 Empresa Azul está aberta (8.4.1)

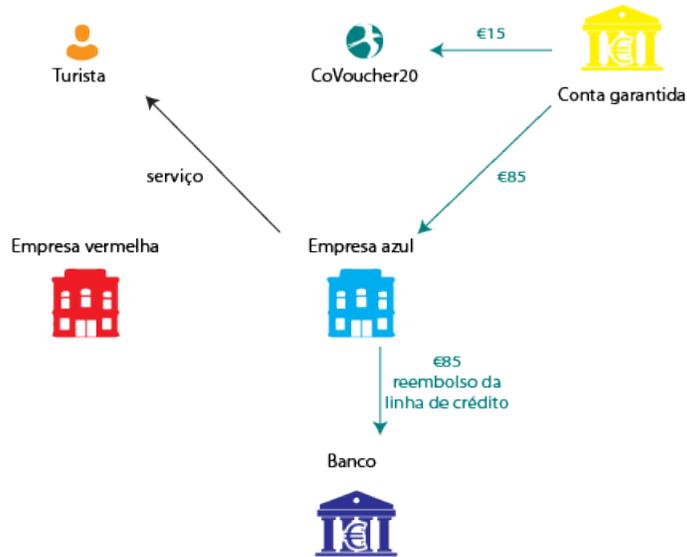


Figure 2: Fulfillment with Partner



Julho 2020: reserva e realização do serviço
 Empresa Azul faliu, Empresa vermelha está aberta (8.4.2.1)

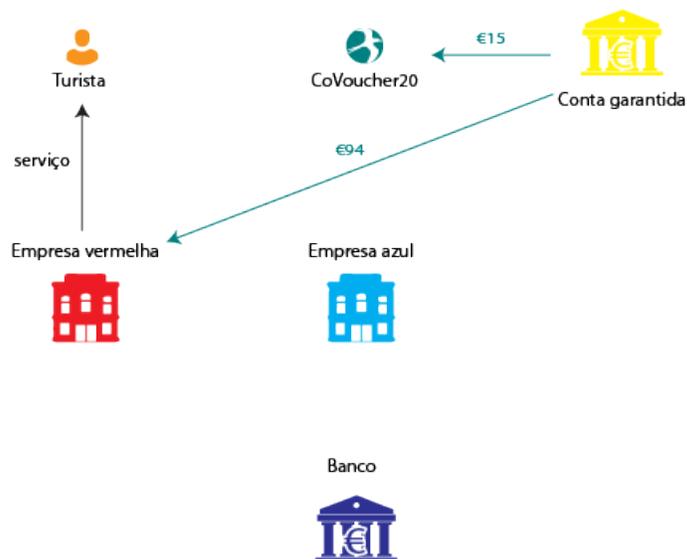


Figure 3: Fulfillment with alternative Partner



Julho 2020: reserva e realização do serviço
 Empresas Azul e vermelha faliram: reembolso (8.4.2.2)

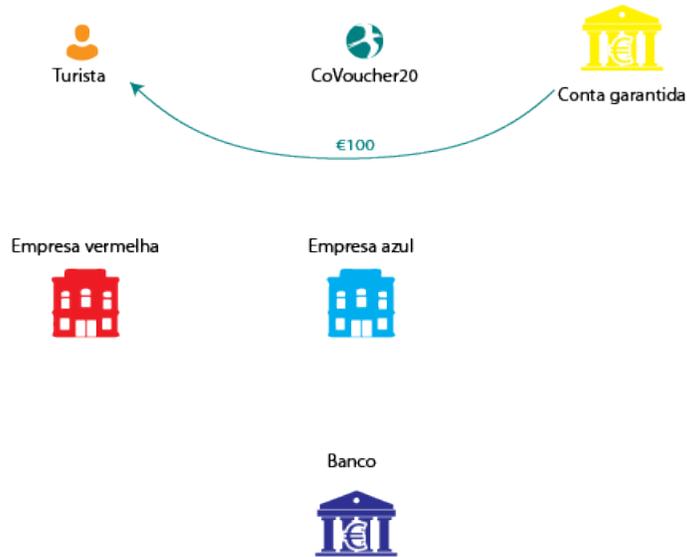


Figure 4: Reimbursement



Setembro 2020: fim da temporada balnear

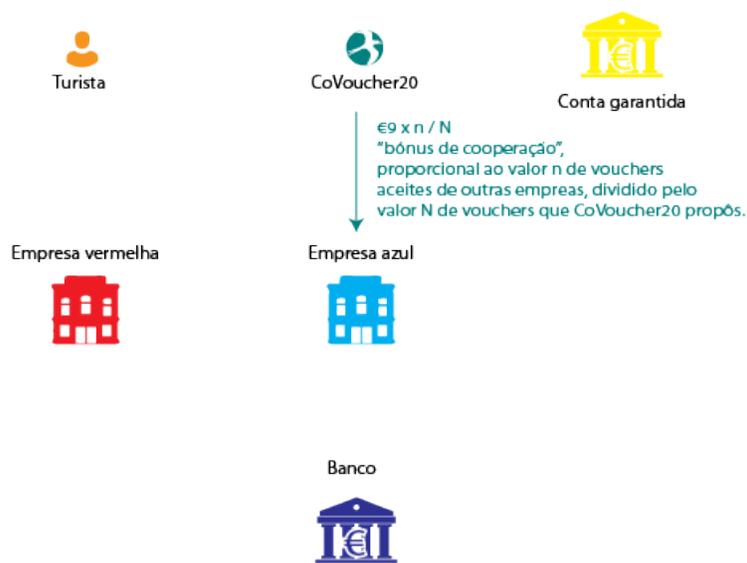


Figure 5: Incentive repayment

12. Changes to service

CoVoucher20.org reserves the right to amend, limit, or discontinue the scope and functionality of the website at any time. Although CoVoucher20.org shall make all reasonable efforts to provide our service without interference, maintenance, development, and / or other issues may limit or temporarily interrupt its potential utilization. These circumstances may result in a potential data loss. CoVoucher20.org shall not be held liable for the availability of the Service or lack thereof or the absence of interference or data loss.

13. Copyrights

CoVoucher20.org and its partners retain all copyright and other rights to the Service, and to the published content, information, images, videos, and databases (hereinafter referred to as “protected property”). Any modification, reproduction, publication, disclosure to third parties, and / or other exploitation of the protected property without the prior written consent of CoVoucher20.org or of the corresponding partner are therefore expressly prohibited.

CoVoucher20.org may use copyrighted content from other authors, which are clearly marked with copyright attribution.

14. Collection and use of personal data

Upon the purchase of a voucher, a Purchaser provides consent for CoVoucher20.org to use their personal data, including name (first and last name), address, telephone number, and e-mail address, in order to further contact the Purchaser to provide exclusive offers or selective information on CoVoucher20.org news. A Purchaser has the possibility, at any time and without providing any reason whatsoever, to withdraw such consent in the future. The consent withdrawal must be submitted via e-mail at <https://covoucher20.org/contact>. After withdrawal, CoVoucher20.org shall no longer use personal data for these purposes.

15. Changes to terms and conditions

CoVoucher20.org may amend these Terms, from time to time, for example, to implement legal requirements or to reflect changes to functionality. Should you wish to review Terms of Use currently in effect, please go to: <https://www.CoVoucher20.org/documents/Terms-and-conditions.pdf>

You have the right to discontinue the use of our service should you no longer agree with the amended Terms of Use.

16. Application of terms

Should any provisions of these Terms of Use or of the contract entered into with the business partner be deemed invalid, in whole or in part, this shall not affect the validity of the remainder.

Portuguese law shall apply without prejudice to the UN Sales Convention (CISG).

17. Member Disputes

You are solely responsible for your interactions with other CoVoucher20.org Members. CoVoucher20.org reserves the right, but has no obligation, to monitor disputes between you and other Members.

18. Disclaimers

CoVoucher20.org is not responsible for any incorrect or inaccurate Content posted on the CoVoucher20.org Website or in connection with the CoVoucher20.org Services, whether caused by Users of the CoVoucher20.org Services or by any of the equipment or programming associated with or utilized in the CoVoucher20.org Services. Profiles created and posted by Members on the CoVoucher20.org Website may contain links to other websites. CoVoucher20.org is not responsible for the Content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by CoVoucher20.org. Inclusion of any linked website on the CoVoucher20.org Services does not imply approval or endorsement of the linked website by CoVoucher20.org. When you access these third-party sites, you do so at your own risk. CoVoucher20.org takes no responsibility for third party advertisements which are posted on this CoVoucher20.org Website or through the CoVoucher20.org Services, nor does it take any responsibility for the goods or services provided by its advertisers. CoVoucher20.org is not responsible for the conduct, whether online or offline, of any User of the CoVoucher20.org Services. CoVoucher20.org assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication.

CoVoucher20.org is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the CoVoucher20.org Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the CoVoucher20.org Services. Under no circumstances shall CoVoucher20.org be responsible for any loss or damage, including personal injury or death, resulting from use of the CoVoucher20.org Services, attendance at a CoVoucher20.org event, from any Content posted on or through the CoVoucher20.org Services, or from the conduct of any Users of the CoVoucher20.org Services, whether online or offline. The CoVoucher20.org Services are provided "AS-IS" and as available and CoVoucher20.org expressly disclaims any warranty of fitness for a particular purpose or non-infringement. CoVoucher20.org cannot guarantee and does not promise any specific results from use of the CoVoucher20.org Services.

19. Limitation of Liability

In no event shall CoVoucher20.org be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages arising from your use of the services, even if CoVoucher20.org has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, CoVoucher20.org's liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to CoVoucher20.org for the CoVoucher20.org services during the term of membership.

20. Disputes

If there is any dispute about or involving the CoVoucher20.org Services, you agree that the dispute shall be governed by the laws of the Portugal, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the regional courts of the residence of the Partner or the Purchaser. Either CoVoucher20.org or you may demand that any dispute between CoVoucher20.org and you about or involving the CoVoucher20.org Services must be settled by arbitration utilizing the dispute resolution procedures of the European Arbitration Association (EAA), provided that the foregoing shall not prevent CoVoucher20.org from seeking injunctive relief in a court of competent jurisdiction.

21. Indemnity

You agree to indemnify and hold CoVoucher20.org, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the CoVoucher20.org Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you post on the CoVoucher20.org Website or through the CoVoucher20.org Services causes CoVoucher20.org to be liable to another.

22. Other

This Agreement is accepted upon your use of the CoVoucher20.org Website or any of the CoVoucher20.org Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and CoVoucher20.org regarding the use of the CoVoucher20.org Services. The failure of CoVoucher20.org to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. CoVoucher, CoVoucher20, and CoVoucher-20 are trademarks of Covoucher Ltd, a company limited by shares and registered in England and Wales (12526044), and of Genuine Happiness, Serviços Digitais Unipessoal Lda, a company limited by shares and registered in Portugal (515934151). This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.