

Terms and Conditions for my.daopay.com

1. General

1.1. These Terms and Conditions are applicable for services and participation on DaoPoints Program, offered by DaoPay GmbH, Hackhofergasse 5, 1190 Vienna, Austria.

DaoPay GmbH is a payment service provider and subject to supervision by the Austrian Financial Market Authority („FMA“) and to the legal regulations of the Payment Services Act (ZaDiG).

1.2. The use of services and the participation on DaoPoints Program is free of charge. However DaoPay GmbH reserves the right to charge for provided services in the future. There is no obligation for the User to make use of such chargeable services.

1.3. „User“ means customer of a merchant using the payment service DaoPay to pay for virtual goods or services (as payer in the sense of ZaDiG) only for private purposes. Any commercial use of the services is excluded and will be considered as a misuse of the offered services. As a result of this, DaoPay GmbH reserves the right to terminate the contract in writing without prior notice pursuant to article 10.2. Furthermore DaoPay GmbH has also right of refusing the redemption of DaoPoints pursuant to section 3.5.

1.4. Users under the age of 14 are not eligible to participate in DaoPoints Program.

2. Prerequisite for Registration

2.1. Prerequisite for using the services and participating on DaoPoints Program is the registration under my.daopay.com/register. For registration a valid e-mail address and a password chosen by the User is required.

2.2. There is no right for registration. DaoPay GmbH has the right to refuse registration without providing any reasons.

2.3. For the purpose of registration the User is obliged to supply truthful and complete data. The use of pseudonyms is not permitted. DaoPay GmbH reserves the right to verify the accuracy of the information in individual cases.

2.4. Each User may have a maximum of one account. Multiple registrations are prohibited.

2.5. After registration the User receives an e-mail containing an activation link. With opening this activation link the registration is completed. The completion of registration is prerequisite for participation on DaoPoints Program and utilization of Services on my.daopay.com.

2.6. The User shall always apply the most update version of a browser (technologies) or at least shall enable their utilization for the use of services and the participation on DaoPoints Program. In case of using older technologies the application may not be possible.

3. Accrual of DaoPoints

3.1. The amount of accrued DaoPoints is calculated according to User's turnover generated by paying with DaoPay. For each EUR 1,- turnover for completed payment transaction 100 DaoPoints will be accrued. The amount of DaoPoints that can be accrued in connection with the payment transactions is limited to a monthly amount for each registered User. The monthly limit of DaoPoints can be found on <https://my.daopay.com/ways>. DaoPoints, that are not accrued in connection with the payment transactions are not subject to the monthly limit.

3.2. The User who is registering phone numbers to accrue DaoPoints, must also be the respective telephone subscriber of these phone numbers.

3.3. From time to time DaoPay GmbH will offer the opportunity to accrue extra DaoPoints for charges made at particular merchant related with a marketing event or during a specific period of time. Such specific offers are also subject to these Terms and Conditions.

3.4. The actual balance of DaoPoints can be reviewed on the account.

3.5. In the following cases the accrual of DaoPoints is excluded respectively DaoPay GmbH is entitled to delete the accumulated amount of DaoPoints: in case of any suspicion of misuse of the offered services, suppressing the calling number, chargebacks and in case of violation of these terms and conditions by the User. In these cases DaoPay GmbH also has the right of refusing the redemption of DaoPoints.

3.6. In case of termination the registration either by the User or DaoPay GmbH all accrued DaoPoints expire.

4. Redemption of DaoPoints

4.1. For redemption of DaoPoints the User must fully complete his profile and must at least provide one successful payment transaction with DaoPay.

4.2. DaoPoints can only be redeemed within DaoPoints Program. Accrued DaoPoints can be converted into rewards provided by DaoPay GmbH. Conversion of DaoPoints into cash is not possible.

4.3. To redeem DaoPoints for rewards, DaoPay GmbH reserves the right to demand any additional documents for the verification of the User.

4.4. The redemption of rewards into DaoPoints is not possible. Once accrued DaoPoints have been converted into a reward, the rewards cannot be converted back into DaoPoints.

4.5. The User can access information about redemption possibilities, their currency and conditions, via his account. DaoPay GmbH reserves the right to change redemption possibilities, their currency and conditions at any time.

4.6. All possible taxes, fees and/or duties arising from distribution and transmission of rewards shall be borne by the User.

4.7. In case national or international provisions providing restrictions or prohibitions on imports or services DaoPay GmbH reserves the right not to transfer converted rewards to the User.

4.8. The User grants DaoPay GmbH the rights to use, store, and publish anything the User posts or otherwise make available to DaoPay GmbH in the context of my.daopay.com. In case of redemption of DaoPoints, the User agrees to the publication of his name.

5. Users Obligation/Obligation to keep the access data confidential

5.1. The User undertakes in his/her own interest to keep confidential all access data (such as password and username) as DaoPay GmbH may consider any person having knowledge of access data to be an authorized person. Each User is obliged to keep the access data with due care in order to avoid any misuse. In case of loss and/or if the User has reasonable cause to believe that any third party has obtained knowledge of access data enabling such third party to gain unauthorized access, the User has to immediately inform DaoPay GmbH to block his access.

5.2. The User is obliged to use the offered services according to the intended purpose. The intended use includes among others to comply with guidelines communicated to the User, and to refrain from any acts which may cause harm to DaoPay GmbH or other Users.

5.3. The User must immediately communicate any change of his e-mail address. If the User fails to provide such information, written statements to the last known e-mail address deemed to be duly delivered.

6. Liability

6.1. Any claim for warranty and compensation relating to damages, loss of opportunities in relation with the registration, the accrual or redemption of DaoPoints and the distribution and transmission of rewards or prizes is excluded.

6.2. DaoPay GmbH shall not be held liable for the unlimited availability of rewards.

7. Intellectual Property

DaoPay GmbH is the sole owner of the rights of reproduction, processing, distribution and all copyrights. The authorization to use the services with its contents, materials and trademarks is given exclusively for the purposes as set out in these Terms and Conditions.

8. Amendments of General Terms and Conditions

8.1. DaoPay GmbH is entitled to change these Terms and Conditions or to terminate this Program at any time by given written notice.

8.2. DaoPay GmbH will inform the User about changes in writing. Changes of these Terms and Conditions entitle the User to terminate in writing his contract with DaoPay GmbH within four weeks from the receipt of the information of changes. In case the User does not terminate within the indicated time the Terms and Conditions with the changed content become effective.

9. Data Privacy

9.1. DaoPay GmbH's Privacy Policy is made part of these Terms and Conditions and incorporated herein.

9.2. The User agrees that his personal data and all other data relating to the business relationship are electronically processed and stored.

9.3. The User agrees that DaoPay GmbH or any other company assigned by DaoPay GmbH may distribute advertising messages according to § 107 TKG (Austrian Telecommunication Act) for advertising purposes. This consent can be revoked any time by the User.

10. Duration/Termination

10.1. Agreements concluded for an indefinite period of time. The agreement may be terminated at any time at the discretion either of User or DaoPay GmbH upon 4 weeks' advance in writing.

10.2. DaoPay GmbH has the right of termination of the contract in writing with immediate effect in case of any violation of these terms and conditions by the User.

10.3. With termination of the contract the User will be excluded from services dependent upon registration.

11. Applicable Law/Jurisdiction/Contractual Language

11.1. Place of fulfillment is Vienna.

11.2. The parties hereby submit any claim or matter arising under or in connection with this Agreement to the exclusive jurisdiction of the Austrian courts over.

11.3. This Agreement shall be governed, construed and shall take effect in accordance with the laws of Austria.

11.4. Contractual language shall be German. If these Terms and Conditions should exist in any language other than German, the German version shall be authoritative for the rights and obligations arising from these Terms and Conditions.