

# Terms and Conditions

## **General Terms**

These terms and conditions apply to Bigkoko gift cards; e-gift cards, “store specific cards” cards and “custom gift” cards. The terms and conditions are subject to change at any time. additional terms and conditions apply to all category of gift cards.

- Bigkoko gift cards are redeemable in any “Rwanda/East Africa/West Africa/Southern Africa” Bigkoko retail locations, affiliates, online at [www.bigkokogroup.com](http://www.bigkokogroup.com) where available for merchandise or services, or anywhere the “Bigkoko Gift Card Accepted Here” signage is displayed, excluding any third-party gift cards
- No expiration date. Processing fees of 1.2% of gift card purchased applies. This is a one-time/ONLY TIME fee.
- Not redeemable for cash.
- Lost, stolen or damaged cards replaced only with valid proof of purchase to extent of remaining card balance
- Not a credit or debit card
- Not valid as payment on non-affiliate shops.
- Check gift card balance online at [bigkokogroup.com](http://bigkokogroup.com) or call +250 (0) 790927282. Must have card number & pin available
- Purchasers and users of bigkoko gift cards agree to a pre-designated dispute resolution process. [see dispute resolution by binding individual arbitration](#)
- All terms enforced except where prohibited by law.

## **Bigkoko Consumer Gift Cards**

Bigkoko gift cards, which are delivered to recipients via email/sms, are purchased from our website selected consumer e-gift cards (including “e-gift cards, “store specific cards” cards and “custom gift” cards) may be issued to a consumer by a bigkoko lemon shirt agent. See consumer e-gift cards issued by bigkoko store associate agent [terms and conditions](#)

## **Promotional Bigkoko Gift Cards**

Selected Gift card orders will be eligible to receive a promotional e-gift card. Bigkoko promotional e-gift cards are not timeless. Terms and conditions apply. See promotional e-gift card terms and conditions

# TERMS AND CONDITIONS

Welcome to Bigkoko. The bigkokogroup.com website, the mobile bigkoko site, and any bigkoko app (android and ios) are collectively the “bigkoko properties” and each

individually is a “bigkoko property.” by using any bigkoko property and its related services, products, and software to

- I. purchase services, products, and software.
- II. apply for available financing options to be used to purchase services, product and software, you agree to be bound by these terms and conditions (“terms”). you also accept the terms when you create an account, make a purchase as a guest, or log in to any bigkoko property. additional or separate terms may apply to your interactions with other bigkoko websites, bigkoko gift cards or bigkoko affiliates or locations, and to your use of individual services or features available on a bigkoko property, such as reviews. to the extent that the provisions of any additional terms conflict with these terms, the provisions of the additional terms will govern. references to “bigkoko,” “affiliates,” “gift cards,” “our,” “we,” or “us” may refer to bigkoko group, inc., bigkokogroup.com, bigkoko stores, bigkoko business solutions., bigkoko financial services, and their affiliates, subsidiaries, and designees. we may make changes to any bigkoko property and the terms. it is your responsibility to review the terms for updates or changes. if you do not agree with the terms, you should not use the bigkoko properties.

these terms include a binding arbitration agreement, class action waiver, and jury trial waiver that affect your rights. in arbitration, there is no judge or jury and less discovery and appellate review than in court. please carefully review the dispute resolution section below.

### **Privacy**

your use of the bigkoko properties is subject to privacy policy please review the policy for more on how we collect and use information.

### **See Disclosure Information On Our Site.**

we try to be as accurate as possible with the information we present on the bigkoko properties. we will make reasonable efforts to accurately display the attributes of the products we sell. we do not warrant that product descriptions or other content is accurate, complete, or error free. prices and promotions are subject to change, and may vary from those offered in our stores. we cannot confirm the availability or price of an item until you place your order. despite our best efforts, sometimes an item in our catalog may not be available, the offer may have been misstated, or an item may be mispriced. for any of these reasons, we may cancel your order or we may contact you for instructions on the order.

### **Paying for Your Order.**

generally, we’ll charge your payment method for an item when we make the item to you or confirm its availability in store. for digital items, we’ll charge your payment method when you initiate the download of the product or the product is placed in your account and available for use. for special-delivery items, we’ll charge your payment method when you confirm a delivery time. however, we will preauthorize your order amount (including for pre-orders) with your payment method at the time you place the order, which may have an effect on your available credit line. if a preauthorization of a pre-

order expires before fulfillment, the preauthorization will be reversed and another preauthorization will be made closer to the confirmed availability date.

### **Order Confirmation.**

our order confirmation to you does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. at any time after receipt of your order, we may accept, decline, or place quantity or other limits on your order for any reason. we may impose these limits on a per-person, per-household, per-order, or any other basis. if we reject, limit, or otherwise modify your order, we will attempt to notify you using the email address you provide to us. if we cancel an order or part of an order that we've already charged you for, we'll refund you the full amount of the canceled portion of the order.

### **My Bigkoko® Program.**

when you create an account on a bigkoko property, we will automatically enroll you in the my bigkoko program. the my bigkoko program is a free program through which you may receive membership benefits. if you are also a my bigkoko techhub member you will also be eligible to earn points toward reward certificates, which are coupons for discounts on future purchases at bigkokogroup.com. see my bigkoko program terms

### **Proprietary Rights.**

all content included on or comprising the bigkoko properties, including information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds and other material (collectively "content") is protected by copyright, trademark, patent or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. all content is protected as a collective work under east african and international copyright laws, and bigkoko group inc owns, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement, and enhancement of all content. you may not remove or modify any copyright, trademark or other proprietary notice contained in any content you use, and you may not modify or alter the content, copy or post the content on any network computer, or broadcast the content in any media. you may not copy, scrape, frame, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale, lease or rental of, create derivative works from or in any way exploit any of the content, in whole or in part. the bigkoko group logos and other trademarks on the bigkoko properties are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by bigkoko and may not be reproduced, copied, or manipulated in any manner without the express, written approval of the trademark owner.

### **User Generated Content: Reviews, Comments, Communications And Other Content.**

you may interact with the bigkoko properties in numerous ways, including reviews and ratings, videos, questions and answers, community forums, testimonials, and email communication. you hereby grant bigkoko group a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, adapt, translate, reproduce, transmit, publish, display, delete, create derivative works from, and distribute any information (except order information sent via email or phone) or materials you share with us throughout the world in any media, including when you allow bigkoko to feature text, images and videos shared through social media (e.g., facebook™, twitter™, instagram™, pinterest™) or submitted through our reviews and ratings. you also grant us the right to use the name and social media handle that you use when you share content with us in connection with that content. for this reason, do not send us any content that you do not wish to license to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, including but not limited to permission from or on behalf of any individuals that appear in the information to use, and grant to third parties such as bigkoko the right to use, their name, image, voice and/or likeness without compensation to you or any other person or entity. you further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding information that you may have under any applicable law under any legal theory. when you share content to us, you will disclose any affiliation you have and you will not share anything that contains harmful computer code, references other websites, or is false, misleading, illegal, defamatory, libelous, hateful, racist, biased, threatening, or harassing.

### **Disclaimers and Limitation Of Liability.**

Bigkoko group Inc. provides the bigkoko properties and all information, content, and other material made available through the bigkoko properties on an "as is" and "as available" basis. we make no representation or warranty that any bigkoko property will meet your requirements, or that it will be uninterrupted, secure, or error free.

any warranty on any product sold through a bigkoko property is provided by the manufacturer of that product. to the fullest extent permitted by applicable law, bigkoko will not be liable for any indirect, incidental, or consequential damages attributable to your use of any bigkoko property or any product or service purchased through a bigkoko property. the limitations set forth in this section will not limit or exclude liability for personal injury or property damage caused by products you purchase through a bigkoko property or bigkoko gross negligence, intentional, willful, reckless or malicious misconduct, or fraud.

### **Links To Third-Party Websites.**

the bigkoko properties contain links to other sites operated by third parties ("third-party site(s)"). these links are available for your convenience and are intended only to enable access to these third-party sites and for no other purpose. bigkoko does not warrant or

make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any third-party site or its content, products, or services. a link to a third-party site on a bigkoko property does not constitute sponsorship, endorsement, approval or responsibility for any third-party site. the conditions of use and privacy policy of any third-party site may differ substantially from these terms. please review the conditions of use for all third-party sites for more information about the terms and conditions that apply to your use of third-party.

any dispute involving you and bigkoko or any of its agents must be resolved through individual arbitration, except as follows:

- any dispute falling within the jurisdictional scope and amount of an appropriate small claims court must be brought in small claims court on an individual basis.
- any dispute to seek to enjoin infringement or other misuse of intellectual property rights may be brought in any court of by agreeing to arbitration, you understand and agree that you are waiving your right to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. the rules in arbitration are different. there is no judge or jury, less discovery, and limited appellate review. arbitrators can award the same damages and relief that a court can award.

before either party may initiate an arbitration proceeding, you and bigkoko agree to engage in a good faith effort to resolve the dispute informally for 60 days, unless that time is extended by agreement. if you intend to initiate an arbitration proceeding, you must first send a fully completed notice of your dispute (the "notice") to bigkoko. the notice must include your name and contact information (address, telephone number, and email address) and information sufficient to enable bigkoko to identify any transaction at issue. the notice must also include a detailed description of (1) your dispute; (2) the specific facts supporting your claim(s); (3) the nature and basis of the damages you claim to have suffered; and (4) a calculation and explanation of the relief sought.

Your notice shall be personally signed by you and sent to Bigkoko Group Inc. at Norrsken House, KN 78 St kigali Rwanda, Norrsken House Birger Jarlsgatan 57 c, 11356 Stockholm, #7 dakala Street Abuja Nigeria or by email at [arbitration@bigkokogroup.com](mailto:arbitration@bigkokogroup.com) If bigkoko intends to initiate an arbitration proceeding, it will send a notice to you at the contact information we have on file. if requested by bigkoko as part of this mandatory informal dispute resolution process, you agree to personally participate (along with your counsel, if you are represented) in a telephone conference to discuss the potential resolution of the dispute between you and bigkoko. if the dispute is not resolved within 60 days after receipt of the notice (or the longer period agreed to by the parties), you or bigkoko may proceed with individual arbitration (this informal process is a condition precedent to doing so.). if the sufficiency of a notice or compliance with this mandatory informal dispute resolution process is at issue, it may be decided by a court at either party's election, and any formal dispute resolution

proceeding shall be stayed pending resolution of the issue. a court shall have the authority to enforce this condition precedent, which includes the power to enjoin the filing or prosecution of a demand for arbitration. the statute of limitations and any filing fee deadlines shall be tolled while the parties engage in this informal process.

if the parties are not able to resolve the dispute through the mandatory informal dispute resolution process referenced above, either party may initiate an arbitration proceeding by sending a demand to the arbitration association that describes the nature and basis for the claim and includes all of the information required in the notice. the party initiating arbitration must include as part of the demand a personally signed certification of compliance with the informal dispute resolution process. you may serve a copy of a demand on our registered office norrsken house kn 78 st kigali rwanda. the arbitration will be governed by the arbitration's applicable consumer arbitration rules or commercial arbitration rules (collectively, the "arbitration rules"), as appropriate, and as modified by these terms, and will be administered by the arbitration. the arbitration rules and the form for filing an arbitration claim are available. if the arbitration is unavailable or unwilling to administer the arbitration consistent with this dispute resolution section, another arbitration provider shall be selected by the parties that will administer the arbitration consistent with it. if the parties cannot agree on a provider, one shall be selected by a court that will administer the arbitration consistent with this dispute resolution section.

payment of all filing, administration and arbitrator fees will be governed by the arbitration's rules; however, bigkoko will consider reimbursing the consumer portion of the arbitration fees upon a showing of financial hardship.

the parties shall be responsible for their own attorney's fees and costs in arbitration, unless they are authorized by law or the arbitrator determines that a claim or proceeding was frivolous or brought for an improper purpose or in bad faith (as measured by the standards set forth in federal rule of civil procedure. the arbitrator shall apply the provisions of federal rule of civil procedure after entry of the award.

you may choose to have the arbitration conducted by telephone, virtually, based on written submissions, or at an in person hearing in the county where you live or at another mutually agreed upon location. bigkoko reserves the right to request a hearing from the arbitrator. you agree to personally appear at any in person hearing (along with your counsel if you are represented).

you and bigkoko agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class, consolidated, private attorney general, or representative proceeding. this means that you may not purport to act on behalf of a class or any other person.

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