

Regulations for Gift Cards for the okto-tr8.com e-Learning Platform

Date 09th April 2026

Version 1.01

1. Definitions

For the purposes of these Regulations:

- **Gift Card** – an electronic code entitling its holder to purchase one selected digital course on the Platform.
 - **Seller** – Investopy LLC, registered in Saint Vincent and the Grenadines, acting as the issuer of the Gift Card.
 - **Platform** – the e-learning service available at <https://okto-tr8.com/>, operated by a third party providing digital content in the form of online courses.
 - **Consumer** – a natural person acting for purposes outside their trade, business, craft, or profession, within the meaning of EU consumer law.
 - **Digital Content** – data produced and supplied in digital form (online courses available via the Platform).
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2. Purchase and Issuance of the Gift Card

1. The Gift Card is issued upon successful completion of payment.
 2. The Gift Card is delivered electronically to the email address provided by the purchaser.
 3. Prior to purchase, the Seller shall provide clear information regarding:
 - the main characteristics of the Gift Card,
 - its value and scope of use,
 - the validity period,
 - applicable restrictions.
 4. The contract is concluded at the moment of confirmation of payment.
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3. Right of Withdrawal (EU Consumers)

1. A Consumer has the right to withdraw from the contract within fourteen (14) days without giving any reason.
2. The withdrawal period expires after 14 days from the date of purchase.
3. **Exception (Digital Content):**
If the Consumer expressly agrees to immediate delivery of the Gift Card (e.g. receiving and using the code before the withdrawal period expires) and acknowledges that they thereby lose the right of withdrawal, the right of withdrawal shall not apply.

4. To exercise the right of withdrawal, the Consumer must inform the Seller by means of a clear statement (e.g. email).
 5. In case of valid withdrawal, the Seller shall reimburse all payments within 14 days.
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4. Use of the Gift Card

1. The Gift Card may be used exclusively to purchase digital content on the Platform.
 2. If the price of the selected course exceeds the Gift Card value, the difference must be paid by the user.
 3. The Gift Card is non-rechargeable and may not be exchanged for cash, except where required by law.
 4. The user must:
 - maintain an active account on the Platform (if required),
 - provide accurate data during redemption.
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5. Validity Period

1. The Gift Card is valid for 12 months from the date of purchase.
 2. Upon expiry, the Gift Card becomes invalid.
 3. **EU compliance note:**
Where required by applicable consumer law, the Seller may be obliged to provide remedies or extensions if expiration would be deemed unfair.
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6. Conformity and Digital Content Rights (EU Law)

1. The Consumer is entitled to receive digital content that conforms with the contract.
 2. In case of non-conformity (e.g. inability to access a course due to a defect attributable to the Seller or Platform):
 - the Consumer may request restoration of conformity,
 - or a proportionate price reduction,
 - or termination of the contract, in accordance with Directive (EU) 2019/770.
 3. The Seller shall cooperate with the Platform operator to resolve such issues.
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7. Complaints Procedure

1. Complaints may be submitted electronically within a reasonable time after the issue arises.
2. The complaint should include:

- identification of the user,
 - description of the issue,
 - proof of purchase (if applicable).
3. The Seller shall respond within 14 days.
 4. Consumers may also use out-of-court dispute resolution methods, including the EU ODR platform.
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8. Usage Restrictions

1. The Gift Card is intended for personal, non-commercial use only.
 2. It is prohibited to:
 - resell the Gift Card for profit,
 - use it for commercial training resale,
 - exploit it in a manner inconsistent with its purpose.
 3. In case of misuse, the Seller may suspend or cancel the Gift Card, provided such action is proportionate and justified.
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9. Liability

1. The Seller shall be liable for:
 - proper issuance of the Gift Card,
 - ensuring that it can be redeemed as described.
2. The Seller shall not be liable for:
 - content quality of courses provided by third-party providers,
 - temporary technical issues beyond its control,

unless such issues result from failure to meet legal obligations.

3. Nothing in these Regulations excludes or limits Consumer rights under mandatory EU law.
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10. Data Protection (GDPR)

1. Personal data shall be processed in accordance with **General Data Protection Regulation**.
2. Data shall be processed for the purposes of:
 - contract performance,

- customer support,
 - legal compliance.
3. The data subject has the right to:
- access their data,
 - rectification,
 - erasure,
 - restriction of processing,
 - data portability,
 - lodge a complaint with a supervisory authority.
4. Detailed information shall be provided in a separate Privacy Policy.
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11. Amendments

1. Amendments must not adversely affect Consumer rights acquired prior to their entry into force.
 2. Users shall be informed of changes in a clear and understandable manner.
 3. If changes significantly affect the user, they may terminate the contract where applicable.
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12. Governing Law and Jurisdiction

1. These Regulations shall be governed by the laws of Saint Vincent and the Grenadines.
 2. **EU Consumer Protection Clause:**
If the purchaser is a Consumer residing in the European Union, they shall also benefit from the mandatory protections of the law of their country of residence.
 3. Any disputes may be brought before:
 - the competent courts of the Consumer's place of residence, or
 - other courts as provided by applicable law.
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13. Final Provisions

1. These Regulations form an integral part of the purchase agreement.
2. If any provision is found invalid, the remaining provisions shall remain in force.