

General terms and conditions of service

1 General terms and conditions of use

These General Terms and Conditions ("Terms and **Conditions**") govern the use of the TackPay smartphone application, which can also be used as a *web app* at www.app.tackpay.net, and its services ("**App**").

By downloading and using the App, the user fully accepts the content of these General Terms and Conditions. Therefore, the user is invited to read these General Terms and Conditions carefully before downloading and using the App.

The App and the site www.tackpay.net ("**Site**") are owned by TackPay s.r.l. with registered office in Via Tolceto 26/2, 16040 Ne (GE) ("**Company**") which created, developed and manages them.

For further information about the Company, the App and the services offered through the App, the Company invites the user to consult the above mentioned Site.

2 Technical Requirements

Downloading the App is free of charge but in order to do so, as well as to take advantage of the services offered by the App, the user must be connected to the Internet network (for example via 3G, 4G or WiFi).

The App is available:

- on the App Store for iOS devices;
- on Google Play Store for Android devices.

The Company will communicate from time to time on its Site the evolution of the compatibility of the App compared to the versions of the iOS and Android operating systems.

Since the Company may from time to time update or modify the App in order to comply with legal and regulatory changes or in order to improve its services or offer new ones, the Company will inform users, through the Site as well as through the App itself, when updates for the App will be available.

You acknowledge and agree that some of these updates may be mandatory if you intend to continue using the App and that some older versions of the App may become obsolete or cease to be supported over time.

3 Account creation and security

3.1 Account creation

In order to use the App it is necessary to proceed with the registration through the creation of a personal account, as the download of the App alone is not sufficient for this purpose. Without prejudice to the provisions of Article 5 of these General Conditions, the creation of the account is free of charge.

In order to create an account it is necessary to provide the Company with your personal data and further information that will be processed by the Company in accordance with the regulations on the processing and protection of personal data. To this end, the Company invites the user to read the [Privacy Policy](#) before using the App, which can always be consulted in the "*Legal Documents*" section of the App. The Privacy Policy describes the methods and purposes of collecting and

processing personal data relating to users who surf, interact, register, request or use the services offered on the Site and the App.

Once the account has been created, the user will receive an e-mail confirming the address provided and will be able to complete the creation of the account by clicking on the link indicated within it. Subsequently, the user will receive an email confirming the registration, containing a copy of these General Terms and Conditions on a durable medium. Once registration is complete, the user will be able to log in using his/her login credentials (*username* and *password*) and use the services offered by the App.

You may, at any time, modify, update or delete your personal information, including your profile photo and *password*. You can also change your *username at any time*.

To use some of the services offered by the App, after logging in, it may be necessary to set a personal security identification number (other than *password*) or, alternatively, configure the use of your fingerprint and/or face recognition.

Users already registered on Facebook or Google may also register for the App via the service provided by the aforementioned sites. With regard to the processing of personal data carried out if the user decides to register with the App through this method, please refer to the [Privacy Policy](#)

3.2 Security

Access credentials must be kept with extreme care and attention by the user. They may only be used by the user and may not be transferred to third parties. The user undertakes to keep them secret and to ensure that no third party has access to them.

You also undertake to inform the Company immediately if you suspect or become aware of any misuse, fraudulent, unauthorized use and/or undue disclosure.

In this case, the Company reserves the right to suspend the user's account in order to carry out the appropriate checks and, to this end, reserves the right to ask the user to send any information and/or document to ascertain the identity of the same in the event of a subsequent request for reactivation.

4 App services and features

The App allows the user to create his own account by choosing between the following different types of accounts: "**Tipper**", "**Tipped**" and "**Business**" (described below).

Any reference to the term "**user**" in these General Conditions shall be understood as referring to any user using the App, whether Tipper, Tipped or Business, unless otherwise expressly provided.

Creating your account allows the user to:

- manage your account and privacy settings (for example: choose to make your full name or profile photo visible to other users);
- associate your account with personal profiles of Instagram, Facebook, Twitter and LinkedIn ("**Social Profiles**");
- enable and disable *push notifications* and notifications for messages received from other users;
- only if the user has expressed his consent to these services, activate and deactivate the geolocation and search services via *Bluetooth* (aimed at facilitating the search for Tipped and Business in the vicinity);

- invite your friends to subscribe to the App by sharing a unique code via SMS, email or by sharing through your Social Profiles;
- contact the Company for support requests, also technical, related to the use of the App;
- view these General Terms and Conditions as well as other documents made available to the Company within the "*Legal Documents*" section of the App, including the [FAQ](#);
- use the services and other features offered by the App and described in the [FAQ](#) section.

4.1 Special features for Tipped

Account creation allows the Tipped user to:

- select your category (e.g. waitress, bartender, receptionist);
- generate a personal QR-Code containing your personal data to show to Tipper in order to allow Tipper to arrange the payment of the desired tip to Tipped;
- create, modify or delete a team ("**Team**") and its tip splitting characteristics, as well as participate in the Team's tip splitting and generate a Group QR-Code related to the Team in order to allow Tipper to arrange the payment of the desired tip to the Team;
- be added to a Team created by another Tipped or a Business, view Team members, tipping features and optionally unsubscribe from the Team;
- generate a unique and unchangeable four-digit alphanumeric code ("**TackPay ID**") that allows the Tipper to locate the Tipped through the special search mode offered by the App;
- view the report and *analytics* relating to the tips received (also by selecting the desired time interval) as well as feedback and/or comments received with reference to your personal account and/or the Team of which you are a member;
- arrange payment of a tip for another Tipped (see Tipper account features for more details on this feature).

4.2 Special features for the Tipper

To arrange the payment of the desired tip in favour of a Tipped you don't need to create a Tipper account as you just need to frame the Tipped QR-Code through the App. However, the creation of the Tipper account is suggested in order to have all the features and services offered by the App.

Account creation allows Tipper user to:

- arrange the payment of the desired tip in favor of a Tipped by framing the QR-Code of the Tipped through the camera of your smartphone, or by searching the Tipped through its TackPay ID, or by activating the *Bluetooth search*;
- arrange for the payment of the desired tip in favour of a third party not yet registered to the App by generating a special QR-Code that will allow the third party to register to the App and, after the completion of the registration procedure, to receive the tip arranged by Tipper;
- add, delete, modify and save your payment methods by entering your card (debit or credit card) or bank account details;
- view the report and the *analytics* related to the tips arranged in favour of Tipped and/or Teams (also selecting the desired time interval) as well as the feedback and/or comments provided by Tipper itself;

- generate a personal QR-Code containing your personal data, including the identification code of the transmission channel accredited in the Inland Revenue interchange system, or the PEC address or the unique recipient code chosen for the receipt of electronic invoices, to be shown to third parties when preparing the electronic invoice to allow such third parties to automatically acquire the tax data of the Tipper.

4.3 Special Features for Business

Account creation allows the Business user to:

- select the category of your facility (for example: hotel, restaurant, bar) and record the company and tax data related to it in the App;
- generate a QR-Code containing the data of your structure to show to Tipper in order to allow Tipper to arrange the payment of the desired tip;
- create, modify or delete a Team and its tip splitting characteristics, as well as participate in the Team's tip splitting and generate a Group QR-Code related to the Team in order to allow Tipper to arrange the payment of the desired tip to the Team;
- In case you do not want to manage the created Team, find a **"Tipped Manager"** to manage the Team;
- view the report and the *analytics* related to the tips received by your structure (also selecting the desired time interval) as well as the feedback and/or comments received with reference to your structure and/or your staff and/or the Team(s) created.

5 Service costs

5.1 Commissions and fees

The use of the App services involves the charging of commissions calculated (also in percentage terms) on the amount of the individual transaction and may be subject to additional costs depending on the type of tariff plan chosen by the user (commissions and tariff plans are defined below as the **"Fee Plan"**).

The Fee Plan, whose prices are inclusive of VAT and/or any other tax, can be consulted on the [Fee Plan](#) page.

By accepting these General Terms and Conditions, the user declares to accept the application by the Fee Plan Company. It is understood that the Company will pay the amounts due to the user only after deducting the applicable fees, in accordance with these General Conditions and the Fee Plan.

Except as provided in the paragraph below, the applicable Fee Schedule is solely that in effect at the time of account creation and/or as shown to you prior to purchasing your chosen Fee Schedule.

5.2 Modification of Rates

The Company reserves the right to modify the Fee Plan at any time. Any change to the Fee Plan will be communicated to the user by means of publication in the App and on the Site and by direct communication to the user at the e-mail address provided by the user when creating the account. Changes to the Fee Schedule will be applied from the sixtieth (60) day after the day on which the Company has announced them. Following the communication of the new Fee Plan, the user, if in disagreement with it, may withdraw without charge from these General Conditions in accordance with the provisions of Article 8 of these General Conditions.

5.3 Payment

The payments of the Fee Plan and the tipping arrangement in favour of Tipped can only be made online by credit card or any other means of payment from time to time indicated as valid by the Company on the Site or App.

5.4 Right of reconsideration

The user may exercise his or her right to reconsider within fourteen (14) days from the acceptance of these General Conditions without charge and without specifying the reason in the manner provided for in Article 8 of these General Conditions. It is understood that any operation carried out during this period of fourteen (14) days (for example, the provision of a tip in favor of a Tipped) will not be affected by such withdrawal.

6 License of use

6.1 Intellectual Property

The Company grants the user who downloads the App a free, limited, non-transferable and non-exclusive license to install and use the App exclusively for its own purposes. The App is not sold to the user.

This license is governed by these General Conditions and also regulates the updates that the Company will make available to the user, also in the future, unless such updates are released under a new license at the time of the update.

It is understood that all content contained in the App (including the underlying material such as codes, software and databases) and related copyrights and other intellectual property rights such as, for example, trademarks, service marks, designs (registered and unregistered), patents, know-how, trade secrets, inventions, unless otherwise specified, belong to the Company or have been licensed to it and are protected by applicable copyright and intellectual property laws.

You agree that any information or material you provide to the Company through the communication channels offered by the App, including feedback and/or comments regarding other users, will not be considered confidential. By providing such information or materials to the Company, you assign and transfer to the Company, free of charge, all intellectual property rights relating to such information and materials. The Company shall then be free to use, reproduce, transmit, distribute, disseminate (including through third party platforms), modify, assign and license such information and materials for any purpose, including the development, implementation and marketing of new services and/or products.

For further information, the Company invites the user to read the [Legal Notes "Legal Documents"](#) section of the App, which are fully referred to herein.

6.2 User Obligations

By accepting these General Terms and Conditions, the user agrees to:

- not reproduce, duplicate, copy, sell, negotiate, resell or use for commercial purposes, in whole or in part, the App;
- not modify, create derivative works of, or reproduce the source code, decompile, reverse engineer, disassemble, or otherwise attempt to discover such code, sell, sublicense, or otherwise transfer any rights in the App;

- not to use the App for illegal purposes, such as fraud or money laundering, as well as to collect information or data from the App or the Company's systems or attempt to decipher any transmission to or from the servers that provide the services offered by the Company;
- determine, account for and remit to the tax authorities all taxes assessed, incurred, collected, paid or withheld for any reason in connection with the use of the App;
- not upload any content that could be considered violent, threatening, racist, in violation of privacy or confidentiality, discriminatory, defamatory, offensive, illegal, pornographic, obscene, indecent, blasphemous, or that could, in general, cause annoyance or inconvenience to users and third parties; and
- use the App in accordance with these General Terms and Conditions and current regulations.

The Company reserves the right to suspend your account if it determines or has reasonable doubts about your violation of these Terms and Conditions.

The user guarantees that the personal data and information provided during the registration procedure to the App, or even afterwards, are complete and truthful and undertakes to keep the Company and its managers, agents, employees and collaborators, indemnified and held harmless from any damage, claim, expense, cost, compensation obligation, tax, contribution, as well as any procedural and legal advice expenses, resulting from and/or in any way related to the violation by the user of these General Conditions, including those relating to the storage of access credentials and/or the falsehood and/or incorrectness of the data provided during the registration procedure to the App and/or subsequently, as well as current legislation.

6.3 App Availability

The Company may carry out scheduled maintenance of the services offered by the App. In such situations all or some of the App's functions may temporarily not be available. The Company will give adequate notice to the user before such activity is performed.

In case of unscheduled maintenance (for example: technical failure or system error) the Company will do everything possible to restore the App functions in the shortest possible time but will not be able to give adequate notice to the user.

It is understood that the Company will not be held responsible for any consequence resulting from the unavailability of the App as a result of any technical problem, planned or unplanned, that is beyond its control.

7 Limitations of liability

By accepting these General Conditions, the user declares to be aware and acknowledges that the Company is not responsible for any delays, malfunctions, and/or interruptions in the functionality of the App and/or its services caused by:

- force majeure or fortuitous event;
- interruption of power supply and/or lack of connectivity;
- software and/or *hardware failure*, database problems, malfunctions, non-delivery of pages and/or images, obsolescence of the operating system used by the user; or

- in any case, malfunctions of the App that are not attributable to willful misconduct and/or gross negligence on the part of the Company and/or that are attributable to a third party, including the user and/or any suppliers and/or third parties used by the Company.

Furthermore, the user declares to be aware and acknowledges that the Company and the users of the App are independent and autonomous legal entities and the Company does not act as an intermediary between users. The Company is, and remains, completely extraneous to the consequent relationship between the users (whether Tipped, Tipper or Business), to the payments made through the App by the users, as well as to the underlying relationships (for example, the creation, modification or cancellation of the Teams and the distribution of tips) and, therefore, cannot in any case and in any way be held responsible for any and all material and/or intangible damage, charges, expenses, costs, interest, claims, taxes, fees and/or contributions in any way deriving from the payments made through the App by the users and/or the underlying relationships.

It is understood that, within the above limits and in compliance with current legislation, including consumer protection legislation, the Company will only respond to disputes, requests or complaints relating to the use of the services offered by the Company through the App.

8 Cancellation and resolution

The user can cancel the account and withdraw from these General Terms and Conditions at any time through the "*Delete Account*" App or by contacting the Company through the contacts indicated below.

In case of cancellation of the account, the user will no longer be able to use the services of the App and any balance due to the Company for the use of the services offered by the Company at the effective date of the cancellation (for example: outstanding fees paid by the user) will be immediately requested by the Company and must be paid in full by the user within the next 30 days.

9 Applicable law and jurisdiction

These General Conditions are governed by Italian law.

9.1 Place of jurisdiction for Tipped and/or Tipper user

For any dispute that may arise in relation to the validity, interpretation, execution or termination of these General Conditions between the Company and the user Tipped and/or Tipper, the court of the place where the user has his residence or domicile shall have jurisdiction.

The user may, in any case, promote the out-of-court settlement of disputes also through the [online dispute resolution](#) platform set up by the European Commission using the Company's e-mail address indicated in these General Conditions.

9.2 Place of jurisdiction for Business user

With reference to Business users only, as an exception to what is otherwise provided above, any dispute that may arise regarding the validity, interpretation, execution or termination of the General Terms and Conditions shall be subject to the exclusive jurisdiction of the Court of Milan.

10 Modifications and updates

The Company reserves the right to modify these General Conditions at any time in order to offer new services and/or products or to comply with new legal provisions.

Any changes will be communicated with a notice of 60 (sixty) days prior to their effectiveness, excluding changes that are required by the Company to comply with new legal provisions or those that do not affect the rights and obligations of the user, which will become effective immediately. Following notification of the new amendments, the user, if in disagreement with them, may withdraw from these General Conditions with the Company in accordance with the provisions of Article 8 of these General Conditions.

The changes will be made available on the App in the "*Legal Documents*" section and communicated to users via e-mail. The Company therefore invites the user to visit this section regularly.

11 Contacts

For any information, clarification, complaint or need, the user can contact the Company via the following contact details: support@tackpay.net

For purposes related to the services offered by the App (for example, to communicate a scheduled maintenance intervention) the Company reserves the right to contact the user through the App and/or, if necessary (for example, in case of account suspension) by e-mail or by telephone call, using the data provided by the user.

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