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. Certain services made available through the App rely on payment processing services provided by Stripe, and the use of such services may require acceptance of the applicable Stripe 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 and www.tackpay.it ("**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.

1.1 Role of TackPay and Stripe

TackPay provides a software platform that enables users to create and manage digital tip collection workflows, including QR-code activation, jar configuration, recipient structures, allocation settings, reporting, and administrative controls.

Payment processing services available through the platform are performed by Stripe. Stripe provides the payment infrastructure used for checkout, payment processing, fund holding within Stripe's systems, transfers, reversals, reserves, settlement, and payouts.

Through its platform and APIs, TackPay may transmit payment-related instructions, recipient data, allocation parameters, reserve settings, payout preferences, or similar operational information to Stripe where authorised by the client and supported by the applicable account configuration.

TackPay does not operate an independent payment network and does not hold or safeguard end-user funds outside the Stripe infrastructure.

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 link to these General Terms and Conditions. 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", "Individual" 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, Individual 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 Individual 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 Individual

Account creation allows the Individual user to:

- select your category (e.g. waitress, bartender, receptionist);
- generate a personal QR-Code linked to the relevant Individual profile in order to enable a Tipper to initiate a tip transaction through the Stripe payment services integrated into the platform;
- create, modify or delete a Jar ("Jar") and its allocation settings, participate in the Jar allocation structure, and generate a Group QR-Code related to the Jar in order to enable a Tipper to initiate a tip transaction through the Stripe payment services integrated into the platform;
- build your own "virtual CV", accessing a section where you can create your own profile and insert education, experiences and skills; the user will be able to connect with other users and to see their personal “virtual CVs”;
- be added to a Jar created by another Individual or a Business, view Jar members, allocation features and optionally unsubscribe from the Jar;
- generate a unique and unchangeable four-digit alphanumeric code ("TackPay ID") that allows the Tipper to locate the Individual through the special search mode offered by the App;
- view reports and analytics relating to tip transactions associated with your personal account and/or the Jar of which you are a member (also by selecting the desired time interval), as well as feedback and/or comments received in relation to your profile and/or the relevant Jar;
- initiate a tip transaction in favour of another Individual through the payment services integrated into the platform (see Tipper account features for more details on this feature).

4.2 Special features for the Tipper

To initiate a tip transaction in favour of an Individual, you do not need to create a Tipper account, as you may scan the Individual 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:

- initiate a tip transaction in favour of an Individual by scanning the Individual’s QR-Code through the camera of your smartphone, by searching the Individual through its TackPay ID, or by activating the Bluetooth search;
- initiate a tip transaction in favour of a third party not yet registered to the App by generating a special QR-Code that will allow such third party to register to the App and, after completion of the registration procedure and the applicable Stripe onboarding steps, to become eligible to receive the relevant tip transaction through the platform;
- add, delete, modify and save the payment methods supported through Stripe and made available in the platform interface, including card or other payment details where applicable;

- view reports and analytics relating to tip transactions initiated in favour of Individuals and/or Jars (also selecting the desired time interval), as well as feedback and/or comments provided by the Tipper;
- 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 in order to enable a Tipper to initiate a tip transaction through the Stripe payment services integrated into the platform;
- create, modify or delete a Jar and its allocation settings, participate in the Jar allocation structure, and generate a Group QR-Code related to the Jar in order to enable a Tipper to initiate a tip transaction through the Stripe payment services integrated into the platform;
- Add, delete and pause members (Individual) in the relevant Jar;
- In the event the Business does not wish to manage the created Jar, designate one or more Collaborators to administer the designated Jar;
- view reports and analytics relating to tip transactions associated with your structure (also selecting the desired time interval), as well as feedback and/or comments received with reference to your structure, your staff and/or the Jar(s) created.

4.4 Stripe Account Dependency

Certain features of the platform require the relevant user, Business, Individual, Jar administrator, collaborator, or recipient to create, maintain, or remain eligible for a Stripe account or connected account, as applicable.

Access to payment-related functionality may depend on successful onboarding, verification, compliance review, technical configuration, and continued approval by Stripe. Stripe independently determines payment acceptance, payout timing, reserve application, account status, and risk management measures. TackPay does not control such decisions.

Addendum for New Platform Upgrades

This section serves as an addendum to the existing General Terms and Conditions for the TackPay application, incorporating new features and functionalities introduced in the platform's upgrades. Users are advised to carefully read these additions in conjunction with the existing Terms and Conditions.

Multi-Admin for Business Profiles

Introduction: The TackPay platform now supports the concept of multi-administrators ("Multi-Admin") for Business profiles. Multi-Admin allows multiple individuals to have administrative control over a single business account.

Responsibilities of Multi-Admin: Each Multi-Admin is responsible for managing specific aspects of the business profile. The primary account holder maintains overall control but can designate and manage permissions for additional administrators.

Notification and Communication: All Multi-Admins will receive notifications regarding significant account activities. The primary account holder is responsible for ensuring that additional administrators are kept informed of important updates.

Multi-Collaborators Associated with Jars

Introduction: Jars can have multiple collaborators associated with them.

Collaborator Responsibilities: Collaborators within a Jar have the ability to customize the Jar, manage the participants, and collectively manage allocation settings, recipient structures, and related operational configurations associated with the Jar. They can participate in decision-making processes related to the Jar's activities.

Collaborator Permissions: The primary account holder retains control over assigning and managing permissions for collaborators within a Jar.

Allocation and Payout Configuration Flexibility

Introduction: A significant upgrade allows administrators (Admin or Collaborators) to configure allocation rules, recipient groups, reserve settings, and payout preferences in a more flexible manner. This feature enhances control and customization of operational tip-related configurations within the platform.

Allocation and Payout Settings: Admins and Collaborators can determine allocation rules, recipient groups, reserve settings, and payout preferences within a Jar, subject to the features supported by the applicable Stripe account configuration.

Communication of Allocation or Payout Events: The platform may notify all relevant parties (Admin, Individual, and Collaborators) when relevant allocation or payout-related events are reflected in the platform, ensuring transparency and accountability.

These additional sections are incorporated into the existing Terms and Conditions and are effective immediately upon the user's acceptance. Users are encouraged to review the "Legal Documents" section on the App for further details and updates related to these features.

5 Service costs

5.1 Commissions and fees

Use of the services provided by the App may entail the application of fees, which may be calculated as a percentage of certain tip transactions and/or consist of additional charges (for example, subscription fees for services or for each Pool or Jar beyond the first active one, where applicable). Details regarding such fees, charges applicable in various currencies, and any additional costs are available in the “Pricing” section on the official website, which is updated regularly.

By accepting these General Terms, the user acknowledges and agrees to the fee structure as set forth in the “Pricing” section. It is understood that applicable fees may be charged by TackPay and may, where technically supported, be processed through Stripe’s payment infrastructure. Where payments are processed through Stripe, settlement, transfers, reserves, and payouts are executed within Stripe’s infrastructure and in accordance with Stripe’s applicable terms and controls. The fee regime in effect at the time of account creation and/or as indicated to the user prior to service activation shall apply.

5.2 Modification of Rates

The Company reserves the right to modify the fees applicable to the use of its services at any time. Any changes will be communicated to the user via publication on the App and on the official website, as well as by direct email to the address provided during registration. Modifications will become effective sixty (60) days after their notification. Should the user disagree with the new fees, he/she may terminate these General Terms without incurring any charges, in accordance with Article 8 of these General Terms.

5.3 Payment

Payments relating to tip transactions and/or platform services may be made online using payment methods supported by Stripe and made available through the platform from time to time.

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 an Individual) will not be affected by such withdrawal. If the user has requested the TackPay Kit during the aforementioned period of fourteen (14) days, the user must send the Kit to the registered office of TackPay Srl at their own expense. If the Kit is received in poor condition (e.g. creases, cuts, discolouration, dirt) or if any of the elements of the Kit are missing, the user must pay TackPay Srl the equivalent of the purchase price of the said Kit.

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.

6.2.1 Disputes, refunds, reversals and other payment adjustments

Where a transaction made through the platform is subject to a dispute, chargeback, refund request, refund, reversal, cancellation or other payment adjustment, or where TackPay or Stripe have reasonable grounds to believe that a transaction may be fraudulent, unauthorised, not related to genuine tipping activity, or may otherwise result in an obligation to return funds or the application of costs, TackPay may take the measures reasonably necessary to manage the related risk.

For this purpose, TackPay may, including by transmitting instructions within Stripe’s infrastructure and to the extent technically supported by it:

- temporarily suspend one or more payouts or withdrawals relating to the relevant user’s account;
- temporarily make amounts allocated or payable to the user unavailable for payout, to the extent reasonably necessary to cover the amount potentially subject to repayment and any related costs;
- where justified by the circumstances, the disputed amount, the available balance, or the risk profile of the transaction or account, temporarily suspend all payouts relating to the relevant account.

The above measures may remain in place until the dispute is resolved, any applicable refund or reversal has been completed and, more generally, until the financial risk connected with the transaction has reasonably ceased.

User cooperation

The user undertakes to cooperate with TackPay in the management of disputes, chargebacks, refunds or other payment adjustments and, at TackPay’s request, to provide within the deadline specified in the relevant communication all information and documentation reasonably required,

including, where available, communications with the Tipper, information relating to the transaction, any refund requests received, and any other information useful for managing the dispute.

If the user does not provide the requested information within the specified deadline, TackPay may manage the dispute on the basis of the information available, without prejudice to any other rights under these General Terms and Conditions.

Amounts due following disputes, refunds or reversals

Where, as a result of a dispute, chargeback, refund, reversal, cancellation or other adjustment, amounts relating to a transaction attributed to the user must be returned, such amounts shall be borne by the relevant user to the extent attributable to that user.

Where applicable, the user may also be charged dispute-handling fees, pass-through costs imposed by Stripe, and any other costs directly and reasonably connected with the dispute, refund, reversal or related recovery process.

Set-off against present or future amounts

The user authorises TackPay, to the extent permitted by applicable law and through the technical features available within Stripe's infrastructure, to set off amounts due under this Article against any amount currently available or subsequently accruing in favour of the user through the platform.

Where the available amounts are insufficient to cover the amount due in full, the difference shall constitute an amount owed by the user to TackPay.

TackPay may set off such amount against sums that subsequently accrue in favour of the user, before those sums are made available for payout, until the amount due has been paid in full.

Direct payment request

Irrespective of TackPay's ability to recover amounts by set-off against present or future sums, TackPay may require the user to pay directly any amount due under this Article.

Unless TackPay specifies a different deadline in the relevant communication due to the circumstances of the case, the user shall pay the amount requested within 10 (ten) days of the request, by bank transfer or another payment method indicated by TackPay.

Failure to pay

If payment is not made within the applicable deadline, TackPay may, to the extent permitted by applicable law:

- maintain the suspension or limitation of payouts;
- limit or suspend payment functionalities or the user's account;
- continue to set off the amount due against any sums subsequently accruing in favour of the user;
- take such reasonable action as may be necessary to recover the outstanding amount.

The user shall also reimburse TackPay, to the extent permitted by applicable law, for the reasonable costs incurred in recovering amounts due.

Transactions relating to Jars

Where a transaction subject to a dispute, refund, reversal or other adjustment has been allocated among multiple recipients within a Jar, each recipient shall be responsible for the relevant amounts to the extent that the transaction was originally allocated to that recipient.

Where, instead, the transaction was attributed to a Business or to a Jar whose balance is intended for that Business, the related obligations shall be borne by the Business.

TackPay may apply the measures set out in this Article to the relevant individual recipients and/or to the account from which the Jar configuration is managed, to the extent reasonably necessary to manage and recover the amounts due.

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 acknowledges that the Company and the users of the App are independent and autonomous legal entities. The Company provides the software environment through which certain transactions, workflows, and related instructions may be initiated, configured, or communicated; however, the underlying payment processing, fund holding within Stripe’s systems, transfer execution, settlement, reserves, reversals, and payouts are performed through Stripe’s infrastructure and subject to Stripe’s applicable terms and controls. Accordingly, except in relation to TackPay’s own direct obligations under these General Terms and applicable law, the Company shall not be liable for material and/or intangible damages, charges, expenses, costs, interest, claims, taxes, fees and/or contributions arising from the underlying relationships between users and/or from payment-related activities processed through Stripe.

The user further acknowledges that payment processing, onboarding, verification, reserve decisions, payout timing, account restrictions, reversals, and other payment-related decisions may depend on Stripe's independent policies, compliance requirements, and risk management processes. TackPay shall not be responsible for decisions independently taken by Stripe within its own infrastructure.

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 the event of account cancellation, the user will no longer be able to use the services of the App. Cancellation of the account shall not prejudice or extinguish the user's obligations relating to transactions made, received or attributed before the cancellation date.

Any unpaid fees, subscription charges, amounts relating to disputes, chargebacks, refunds, reversals, pass-through costs or other contractual amounts due shall remain payable in full by the user even where the relevant obligation is determined, notified or becomes due after cancellation of the account, provided that it relates to activities or transactions occurring before cancellation.

Such amounts shall be subject to the provisions of Article 6.2.1 and shall be paid within the deadline set out therein or within any different deadline communicated by TackPay.

9 Applicable law and jurisdiction

These General Conditions are governed by Italian law.

9.1 Place of jurisdiction for Individual 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 Individual 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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