

TERMS AND CONDITIONS

BLYTZ CASHLESS MOBILE APP

BLYTZ CASHLESS SRL

last updated on 28.04.2025.

Purpose and Scope

These Terms of Service ("Terms") govern the use of the "Blytz Cashless" payment system ("Service"), provided by Blytz Cashless SRL ("Company"), located at St. Johannesweg 15, 39050 Völs am Schlern, Bolzano, Italia.

The Service is a cashless payment system designed for festivals and events, accessible through a web-based platform and mobile applications.

The App enables users to check, top up, and request refunds for the balance on your event wristband ("Services").

By downloading, accessing, or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the App.

ELIGIBILITY

There is no age restriction for using the App. However, if you are under the age of 18, you should review these Terms with a parent or guardian to ensure that you both understand them.

ACCOUNT REGISTRATION

To use the App, you will need to register an account by providing the following information:

- Email address
- Password
- IBAN (required only for refund processing)

You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

SERVICES

The App allows you to:

- Check the current balance on your event wristband
- Top up your wristband with additional funds
- Request refunds for unused funds within the designated refund period

Payment processing services for the App are provided by Viva Bank SA, a third-party payment processor. By using the App, you also agree to be bound by Viva Bank SA's terms of service.

PAYMENT TERMS

You may top up your wristband balance using the following payment methods:

- Google Pay
- Apple Pay
- Credit cards
- Debit cards

Top-Up Fees: No fees are charged directly to you when adding funds to your wristband.

Refund Fee: A €1.00 (one euro) processing fee will be deducted from your balance for each refund transaction.

Refund Policy

In accordance with applicable European regulations (PSD2):

- You have the right to request a refund of your unused wristband balance within 14 days after the end of the event.
- After the 14-day refund period has expired, any unclaimed funds will become the property of the event organizer and cannot be refunded.
- To request a refund, you must provide a valid IBAN through the App.
- The €1.00 refund processing fee will be deducted from your refund amount.
- Refunds will typically be processed within a maximum of 3 business days after your request.

Processing Information

All payment transactions are processed by Viva Bank SA, a licensed payment institution. Blytz Cashless SRL receives a fee of 1.4% plus €0.14 from the event organizer for each top-up transaction to cover operational costs.

LOST OR STOLEN WRISTBANDS

If your wristband is lost or stolen:

1. Immediately report it through the App by using the "Block Wristband" function.
2. Once blocked, the remaining balance on the wristband will be protected.
3. You may transfer the remaining balance to a new wristband or request a refund (subject to the refund policy terms).
4. Blytz Cashless SRL is not responsible for any unauthorized transactions that occur before you block your wristband.

DATA PROTECTION AND PRIVACY

We collect and process your personal data in accordance with our Privacy Policy, which is incorporated into these Terms by reference. Our Privacy Policy explains how we collect, use, and protect your personal information when you use the App.

By using the App, you consent to the data practices described in our Privacy Policy.

SECURITY

We implement appropriate technical and organizational measures to protect your personal information and payment data. However, no electronic transmission or storage system is completely secure, and we cannot guarantee absolute security.

You are responsible for maintaining the security of your account credentials and for any activities that occur under your account.

INTELLECTUAL PROPERTY

The App and all of its content, features, and functionality (including but not limited to all information, software, text, displays, images, and the design and arrangement thereof) are owned by Blytz Cashless SRL or its licensors and are protected by Italian and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms do not grant you any rights to use our trademarks, logos, domain names, or other brand features.

USER RESTRICTIONS

You agree not to:

- Use the App in any way that violates any applicable law or regulation
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the App or any server, computer, or database connected to the App
- Use any robot, spider, or other automatic device, process, or means to access the App for any purpose
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful
- Otherwise attempt to interfere with the proper working of the App

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Blytz Cashless SRL shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits, arising out of or in connection with your use of the App.

Our total liability to you for any and all claims arising out of or in connection with these Terms or your use of the App shall not exceed the amount you have topped up through the App in the six months preceding the claim.

DISCLAIMER OF WARRANTIES

The App is provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Blytz Cashless SRL disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of Italy, without regard to its conflict of law provisions.

If you have any complaints or disputes regarding the App or these Terms:

1. Contact our customer support at support@blytzcashless.com
2. Clearly describe the issue and provide any relevant documentation
3. We will respond to your complaint within 15 business days

If you are not satisfied with our resolution of your complaint, you may be entitled to refer the dispute to an Alternative Dispute Resolution (ADR) entity in accordance with applicable laws.

CHANGES TO THESE TERMS

We may update these Terms from time to time. If we make material changes, we will notify you through the App or by email before the changes take effect. Your

continued use of the App after such notification constitutes your acceptance of the updated Terms.

TERMINATION

We may terminate or suspend your access to the App immediately, without prior notice or liability, for any reason, including if you breach these Terms. Upon termination, your right to use the App will immediately cease.

SEVERABILITY

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in full force and effect.

ENTIRE AGREEMENT

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Blytz Cashless SRL regarding your use of the App and supersede all prior and contemporaneous agreements, representations, and understandings.

Contact Information

For any questions or concerns regarding this document, please contact:

Blytz Cashless SRL (hello@blytzcashless.com)

St. Johannesweg 15,
39050 Völs am Schlern,
Bolzano, Italia.

Acknowledgment

Blytz Cashless SRL reserves the right to update or modify this document at any time. Notification of changes will be provided through official communication channels.

By using the Blytz Cashless mobile app, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.