

TERMS OF SERVICE

BLYTZ CASHLESS SRL

last updated on 20.07.2024.

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 application.

These Terms together with the **Privacy Policy, Support Policy, Cookie Policy, Hardware Lease Agreement, pricing structure and terms, EULA and Acceptable Use Policies** form the legal basis to the service agreement and commercial use of our products and services – find a comprehensive overview at:

www.blytzcashless.com/legal

By accessing or using the Service, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, do not use the Service.

The Company provides the Service on a software licensing basis, combined with hardware leasing. The specific details of the licensing and leasing arrangements are outlined in separate agreements.

These Terms apply to all users of the Service, including but not limited to event organizers, vendors, and attendees who interact with the Blytz Cashless payment system.

The Company reserves the right to modify or replace these Terms at any time. It is your responsibility to review these Terms periodically for changes.

This agreement should be applicable between:

Blytz Cashless SRL,
St. Johannesweg 15,
39050 Völs am Schlern,
Bolzano, Italia.
REA: BZ - 245533
IVA: IT03263490215
(we, us, the company)

and

You (the customer)

1. Description of service provided:

1.1. Product Constellation:

The product consists of the following components and their interoperability; the physical Hardware (POS systems and NFC devices), the software running on the hardware (POS Software and Server), the software running in the cloud or available for download in the Apple Store or Google Play Store (Portal, Server, mobile application).

1.2. Use Case:

Attendees are provided with NFC-enabled devices like wristbands, cards or badges (or devices) upon entry to the event area. These devices are linked to the attendee's mobile application (app) account. The technology may find use cases in festivals, events, amusement or theme parks, clubs, holiday villages, ski areas, fairs or exhibitions (in the following referred to as "events or event area")

1.3. Account Setup:

There are two account types:

1.3.1. Consumer Account:

The Consumer Account is the account an attendee of a festival, of an event, the visitor of a theme park, more generally, your customers will create, to visualize and manage their spending. Attendees can link their devices to their accounts using the app. They may fund their account online and or remotely using various payment methods such as credit/debit cards or wallets. Attendees can also fund their account physically at a designated on-site cashpoint that has to be provided by you. An attendee does not have to create an account or leave any personal information in the mobile app to fund their devices and use our system. Each device is universally unique and has an associated cash balance that is managed in the background of our system.

1.3.2. Merchant Account:

The Merchant Account is the account a festival planner, a organizer, a theme park, a single food stall, or more generally a company that sells goods or services will create. The Merchant Account will be used to collect payments from Consumer Accounts via our provided POS systems or mobile software. A Merchant Account may be a linked Sub Vendor of another Merchant Account, for example an external food stall selling burgers on your festival. The Merchant Account may be able to connect to external service providers (integrations) and may be accessed through our API.

1.4. Transactions:

All electronic transactions requiring a middleman or involving more than 2 persons (besides you and your customer), may be processed by Blytz Financial Services UAB or other third party financial institutions and are subject to fees.

1.4.1. Cashless Payments:

Throughout your event area, vendors, food stalls, merchandise booths or other similar selling activities are equipped with NFC-enabled point-of-sale (POS) systems that will be

provided by us. Attendees can make purchases by simply tapping their devices on these POS terminals.

1.4.2. Top Ups:

Attendees may fund (top up) their accounts online and or remotely using various payment methods such as credit/debit cards or wallets. These transactions may be processed by Blytz Financial Services UAB or other third party financial institutions and are subject to fees.

Attendees can also fund their account using cash, at a designated on-site cashpoint that has to be provided by you. On each POS device at this cashpoint you will have the possibility to accept Card payments or Wallets if you wish to do so. Note that these transactions may be processed by Blytz Financial Services UAB or other third party financial institutions and are subject to fees.

1.4.3. Refunds:

Attendees can request refunds for any remaining balance on their accounts during and after the event. This process is facilitated through the event area's physical cashpoint or through the mobile application. To ensure smooth processes, enough staffing on the cashpoint(s) is recommended. For any refund made electronically (via card or bank transfer), for example if the refund is made through the mobile app, transactions may be processed by Blytz Financial Services UAB or other third party financial institutions and are subject to fees.

1.5. NFC-enabled point-of-sale (POS) systems:

We offer a catalog of POS systems of which you can choose one or more devices. These POS systems are made to accept and process payments from you attendees. On each POS device you will have the possibility to accept Card payments or Wallets if you wish to do so. Although it's clearly recommended and included in most of our offers, you are not required to use our POS devices. You can freely choose to operate with NFC enabled android smartphones without further hardware, but note that in this case transactions will not be

transmitted systematically and no fiscal transactions can be performed.

1.6. Real-time Monitoring and Statistics:

Through your Merchant Accounts Dashboard (cloud based software) you will have access to real-time data on transactions, sales, inventory, and other relevant metrics of your operations. This data can be invaluable for optimizing operations during and after the event and may be compiled automatically into Reports.

1.7. Security and Lost Cards:

NFC technology provides a secure means of transaction, and in the case of lost wristbands or cards, they can be easily deactivated and replaced without compromising the attendee's account security. Note that for a complete replacement in case of loss, the attendee has to have a valid consumer account, else it won't be possible. The replacement of a broken NFC device is always possible, even without an existing consumer account. In every case the attendee has to approach the cashpoint of your event area and ask for a replacement. He may need to show the serial number and password written on the back side of each NFC enabled device.

1.8. Speed and Efficiency:

Cashless transactions are faster than traditional cash payments, reducing waiting times for attendees and improving overall efficiency.

1.9. Reduced Theft Risk:

With minimal cash on hand, attendees and stand operators are less susceptible to theft by employees or non employees. NFC wristbands or cards are also more secure than carrying physical cash.

1.10. Data Insights:

You can gather valuable insights into attendee behavior, popular vendors, and peak times for certain activities, helping with future event planning.

1.11. Enhanced Attendee Experience:

Cashless solutions contribute to a seamless and enjoyable

experience, allowing attendees to focus on the event rather than dealing with cash transactions.

2. User rights and responsibilities

2.1. Account Management

- 2.1.1. You have the right to create and maintain an account on our platform.
- 2.1.2. You are responsible for maintaining the confidentiality of their account credentials.
- 2.1.3. You must provide accurate and up-to-date information when creating and managing their account.

2.2. System Usage

- 2.2.1. You have the right to use our product in accordance with these Terms of Service.
- 2.2.2. You are responsible for proper use of the leased hardware (POS Systems) in accordance with provided instructions and guidelines.
- 2.2.3. You must not attempt to modify, reverse engineer, or tamper with the hardware or software provided.

2.3. Data and Privacy

- 2.3.1. You have the right to privacy and protection of their data as outlined in our Privacy Policy (www.blytzcashless.com/legal).

2.4. Financial Responsibilities

- 2.4.1. You will be liable for any direct, indirect, incidental, special, or consequential damages arising out of the inability to use or incorrect usage of the product. In the case of hardware-related difficulties, we commit to dispatching a technician to the respective customer if the problem cannot be resolved remotely (see support terms www.blytzcashless.com/legal).

Damages caused by third-party software(integrations) or hardware may also lie at your own responsibility.

2.4.2. You must ensure sufficient funds are available to cover transactions (refunds) and eventual associated fees.

2.4.3. You have the right to access transaction reports and financial summaries through our platform.

2.5. Compliance

2.5.1. You are responsible for complying with all applicable laws and regulations in your jurisdiction regarding cashless payments and event management.

2.5.2. You must adhere to anti-money laundering (AML (see further information here www.blytzcashless.com/legal)).

2.6. Security

2.6.1. You have the right to a secure payment processing environment.

2.6.2. You are responsible for implementing appropriate security measures at your events to prevent fraud, money laundering, tax avoidance, terrorist financing and unauthorized access to the system.

2.6.3. You must promptly report any security breaches or suspicious activities to our company.

2.7. Customer Service

2.7.1. You have the right to access our customer support services as outlined in our support policy (www.blytzcashless.com/legal).

2.7.2. You are responsible for providing first-line support to your customers (event attendees) regarding the use of the product. Any helpful material in this regard can be found on our website or in your Merchant Dashboard.

2.8. Hardware Maintenance

- 2.8.1. You are responsible for the proper care of leased POS systems and will take serious effort to keep the devices safe and intact.
- 2.8.2. You must report any hardware malfunctions or damages promptly upon receiving the hardware delivery.
- 2.8.3. You have the right to hardware support and replacement as per the terms of the lease agreement(www.blytzcashless.com/legal).

2.9. System Downtime and Maintenance

- 2.9.1. You acknowledge that occasional system downtime may occur for maintenance or unforeseen issues.
- 2.9.2. You have the right to be informed about scheduled maintenance in advance.

2.10. Intellectual Property

- 2.10.1. You acknowledge that all intellectual property rights related to the product remain with our company.
- 2.10.2. You have the right to use our system's features and branding as permitted for marketing purposes.

2.11. Termination

- 2.11.1. You have the right to terminate the use of our services as per the conditions outlined in these Terms of Service.
- 2.11.2. Our company reserves the right to terminate or suspend service to You who violate these Terms of Service.

2.12. Feedback and Improvements

- 2.12.1. You have the right to provide feedback on the system's performance.
- 2.12.2. You agree that any suggestions or feedback provided may be used by our company to improve the service without any obligation to the user.

By using our product and associated hardware, users agree to abide by these rights and responsibilities. Failure to comply may result in suspension or termination of service.

3. Company rights and responsibilities

3.1. Service Provision

- 3.1.1. We have the right to provide and maintain the product and associated hardware to our users.
- 3.1.2. We are responsible for ensuring the core functionality of our system is available and operational.
- 3.1.3. We reserve the right to modify, update, or discontinue any aspect of our service with reasonable notice to users.

3.2. Hardware Provision

- 3.2.1. We have the right to lease POS systems and other necessary hardware to users.
- 3.2.2. We are responsible for providing hardware that is suitable for the intended purpose and in good working condition.
- 3.2.3. We reserve the right to recall or replace hardware for maintenance, upgrades, or security reasons.

3.3. System Security

- 3.3.1. We are responsible for implementing and maintaining robust security measures to protect the integrity of our payment system.
- 3.3.2. We have the right to conduct security audits and implement security updates as necessary.
- 3.3.3. We are responsible for promptly addressing any identified security vulnerabilities.

3.4. Data Management

- 3.4.1. We have the right to collect, process, and store data as outlined in our Privacy Policy (www.blytzcashless.com/legal).
 - 3.4.2. We are responsible for protecting user data in compliance with applicable data protection laws (e.g., GDPR).
 - 3.4.3. We reserve the right to use anonymized and aggregated data for system improvements, analytics and other purposes.
- 3.5. Customer Support
- 3.5.1. We are responsible for providing user support as defined in our support policy(www.blytzcashless.com/legal).
 - 3.5.2. We have the right to establish reasonable boundaries for support services.
 - 3.5.3. We reserve the right to refuse support for issues resulting from user misuse or unauthorized system modifications.
- 3.6. Compliance
- 3.6.1. We are responsible for ensuring our system complies with relevant financial regulations and industry standards.
 - 3.6.2. We have the right to require users to comply with necessary regulations in their use of our system.
 - 3.6.3. We reserve the right to report any suspicious activities to relevant authorities as required by law.
- 3.7. Intellectual Property
- 3.7.1. We retain all rights to the intellectual property associated with our system and hardware.
 - 3.7.2. We grant users a limited license(EULA, www.blytzcashless.com/legal) to use our system and associated branding for their events.
 - 3.7.3. We reserve the right to take action against any unauthorized use or infringement of our intellectual property.

3.8. System Maintenance and Upgrades

- 3.8.1. We have the right to perform system maintenance and upgrades as necessary.
- 3.8.2. We are responsible for providing reasonable notice for scheduled maintenance that may affect system availability.
- 3.8.3. We reserve the right to perform emergency maintenance without prior notice when necessary.

3.9. Pricing and Fees

- 3.9.1. We have the right to set and modify our pricing structure and terms(www.blytzcashless.com/legal).
- 3.9.2. We are responsible for providing clear information about our pricing and fee structure.
- 3.9.3. We reserve the right to change our fees with reasonable notice to users.

3.10. Account Management

- 3.10.1. We have the right to suspend or terminate user accounts that violate our Terms of Service.
- 3.10.2. We are responsible for providing users with the reason for any account suspension or termination.
- 3.10.3. We reserve the right to refuse service to any user at our discretion, in compliance with applicable laws.

3.11. Liability Limitations

- 3.11.1. We reserve the right to limit our liability as permitted by law.
- 3.11.2. We are liable for all failures and/or potential financial damages arising from software issues, provided that such software were offered by us and is subject to the EULA(www.blytzcashless.com/legal) and Accepted Use Policies(www.blytzcashless.com/legal)

3.12. Dispute Resolution

- 3.12.1. We have the right to establish procedures for dispute resolution.
- 3.12.2. We are responsible for addressing user complaints and disputes in a fair and timely manner.

3.13. System Evolution

- 3.13.1. We reserve the right to evolve and improve our system over time.
- 3.13.2. We are responsible for ensuring that system changes do not unreasonably disrupt user operations.

By providing our product and associated hardware, we commit to upholding these rights and responsibilities. We strive to maintain a balance between our business needs and user interests to ensure a fair and beneficial service for all parties involved.

4. **Payment terms:**

We reserve the right to change payment terms over time. The payment terms as well as the pricing can be looked up in our pricing structure and terms (www.blytzcashless.com/legal)

5. **Intellectual property rights**

5.1. Ownership of System and Technology

- 5.1.1. Our company retains exclusive ownership of all intellectual property rights related to our product “Blytz Cashless”, including but not limited to software, algorithms, user interfaces, and system architecture.
- 5.1.2. Any patents, trademarks, copyrights, trade secrets, or other proprietary rights associated with our system are the sole property of our company.

5.2. Hardware Intellectual Property

5.2.1. While the physical POS systems and other hardware are leased to you, all associated intellectual property rights, including designs, firmware, and embedded software, remain the property of our company or our licensed partners.

5.3. License to Use

5.3.1. You are granted a limited, non-exclusive, non-transferable license to use our product and associated hardware for the duration of this service terms.

5.3.2. This license does not confer any ownership rights and is solely for the purpose of operating the product at your events or event areas

5.4. Branding and Trademarks

5.4.1. Our company name, logo, product names, and any associated trademarks or service marks are the property of our company.

5.4.2. Users may use our branding materials solely for the purpose of promoting the use of our product at your events, subject to our branding guidelines.

5.5. User-Generated Content

5.5.1. Any content created by users within our system (e.g., event names, custom messages) remains the property of the user, but users grant us a license to use, display, and process this content for the purpose of providing our service.

5.6. Feedback and Suggestions

5.6.1. Any feedback, suggestions, or ideas provided by users regarding our system may be used by our company without any obligation to compensate the user.

5.6.2. Users agree that such contributions do not create any right, title, or interest in the modifications or improvements to our system.

5.7. Restrictions

5.7.1. Users are prohibited from reverse engineering, decompiling, disassembling, or attempting to derive the source code of our software.

5.7.2. Users may not modify, adapt, or create derivative works based on our system or any part thereof.

5.8. Third-Party Intellectual Property:

Our system may incorporate third-party software or technology. Users agree to comply with any third-party licenses that may apply.

5.9. Infringement Reporting:

Users agree to promptly report any suspected intellectual property infringement related to our system.

5.10. Reservation of Rights:

All rights not expressly granted to users in this agreement are reserved by our company.

5.11. Survival:

The intellectual property provisions of this agreement shall survive the termination of the user's account or service agreement.

5.12. Data and Analytics:

While users retain rights to their specific event data, our company reserves the right to use anonymized and aggregated data for system improvements, market analysis, and other business purposes.

5.13. API and Integrations:

Any APIs or integration tools provided by our company are our intellectual property. Users may use these tools as per our API terms of use, but may not distribute or sell access to these tools.

5.14. Documentation and Training Materials:

All user manuals, training materials, and other documentation provided with our system are protected by copyright and may not be reproduced or distributed without our permission.

- 5.15. Intellectual Property Indemnification:
Our company will defend and indemnify users against claims that our system infringes upon third-party intellectual property rights, provided that users promptly notify us of such claims and allow us to handle the defense.
- 5.16. Consequences of Violation:
Any violation of these intellectual property rights may result in immediate termination of the user's license to use our system, in addition to any other legal remedies we may pursue.

By using our product and associated hardware, you acknowledge and agree to respect these intellectual property rights. Our company is committed to protecting our intellectual property while providing users with the necessary rights to effectively use our system for their events.

6. Disclaimer of warranties

- 6.1. As-Is Basis
Our product, including all hardware and software components, is provided on an "as-is" and "as-available" basis, without any warranties of any kind, whether express or implied.
- 6.2. No Guarantee of Uninterrupted Service
While we strive to maintain high availability, we do not warrant that our service will be uninterrupted, timely, secure, or error-free.
- 6.3. Performance and Accuracy
We make no warranties regarding the performance, accuracy, or reliability of our system. Users acknowledge that occasional errors or inaccuracies may occur in processing or reporting.
- 6.4. Fitness for Purpose
We do not warrant that our product will meet all of the user's requirements or that it will be suitable for any particular purpose beyond its core functionality. For particular purposes or use cases a personalization of the product can be requested.
- 6.5. Hardware Condition
While we provide hardware in good working condition, we make no

warranties about the condition of leased POS systems or other hardware beyond what is explicitly stated in our hardware lease agreement(www.blytzcashless.com/legal)

6.6. Third-Party Services and Integrations

We disclaim all warranties related to any third-party services or integrations that may be used in conjunction with our system.

6.7. Data Loss or Corruption

We do not warrant against any loss, corruption, or breach of data stored on our systems, although we implement industry-standard security measures.

6.8. Compliance with Laws and Regulations

While our system is designed to facilitate compliance with relevant financial regulations, we do not warrant that use of our system guarantees compliance with all applicable laws and regulations in other jurisdictions or in other than foreseen use cases.

6.9. Economic Benefit

We make no warranties regarding any economic benefit or revenue increase that users may expect from implementing our product, although statistics show a significant increase.

6.10. Security Breaches

While we implement robust security measures, we do not warrant that our system will be free from security breaches, hacking attempts, or other malicious activities.

6.11. Skill and Judgment

Users acknowledge that they use our system at their own discretion and risk, and that they will be solely responsible for any damage to their business operations that results from inability to use or wrong use of our system.

6.12. Modifications to the Service

We reserve the right to modify or discontinue features of our service or product at any time with proper prior communication.

6.13. Statutory Rights

This disclaimer does not affect any warranties which cannot be excluded or limited under applicable law. If you are a customer, you may have certain statutory rights which cannot be excluded, and this disclaimer does not affect those rights.

6.14. Limitation of Liability

Our liability for any claims arising from these disclaimers is limited as set forth in the "Limitation of Liability" section of these Terms of Service.

By using our product, users acknowledge and agree that they have read, understood, and accept these disclaimers of warranties. Users agree to use the system at their own risk and judgment.

7. Limitation of liability

7.1. Cap on Liability and Exclusion of Indirect Damages

7.1.1. To the maximum extent permitted by applicable law, our company's total liability arising out of or related to the use of our product and associated hardware shall not exceed the total amount paid by the customer for our services in the 12 months preceding the claim.

7.1.2. We shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, business opportunity, or reputational harm.

7.2. Hardware and Service Issues

7.2.1. Our liability for hardware malfunctions is limited to repair or replacement of the affected hardware, as determined by our company.

7.2.2. We shall not be liable for damages resulting from temporary service interruptions, data transmission errors, or system downtime, whether scheduled or unscheduled.

7.3. Third-Party Actions and User Errors

Our company is not liable for damages caused by third-party actions (including hacking attempts, fraud, or unauthorized access) or user errors (including incorrect setup, misuse of the system, or failure to follow provided guidelines).

7.4. Financial and Data Considerations

7.4.1. We shall not be held liable for any financial losses incurred by the customer or their clients (event attendees) due to the use or misuse of our system.

7.4.2. While we implement industry-standard security measures, our liability for any data loss, corruption, or breach is limited to the extent required by applicable data protection laws.

7.5. Compliance and Force Majeure

7.5.1. We are not liable for any failure of the customer to comply with applicable laws and regulations in their use of our product.

7.5.2. Our company shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control (force majeure events).

7.6. General Provisions

7.6.1. These limitations reflect an informed, voluntary allocation of risk between the parties and apply even if any limited remedy is found to have failed of its essential purpose.

7.6.2. Any claim arising from the use of our service must be filed within one (1) year after such claim arose.

7.6.3. If any portion of this limitation of liability is found invalid or unenforceable, the remaining portions shall remain in effect.

7.7. Exceptions

Nothing in these Terms of Service shall limit or exclude our liability for: a) Death or personal injury caused by our negligence b) Fraud or

fraudulent misrepresentation c) Any liability that cannot be excluded or limited under applicable law

By using our product and associated hardware, customers acknowledge and agree to these limitations of liability. These limitations are essential to our ability to provide our services at current fee levels.

8. Dispute resolution process

8.1. Initial Communication

In the event of any dispute arising out of or relating to our cashless payment system, hardware, or these Terms of Service, both parties agree to first attempt to resolve the dispute informally by contacting each other directly.

The party raising the dispute should provide written notice detailing the nature of the dispute and proposed resolution.

8.2. Negotiation Period

Upon receipt of a dispute notice, both parties agree to enter into good faith negotiations to resolve the dispute.

This negotiation period shall last for 30 days from the date of the initial dispute notice, unless both parties mutually agree to extend this period.

8.3. Mediation

If the dispute is not resolved through negotiation, the parties agree to submit the dispute to mediation. The mediation shall be conducted by a mutually agreed-upon neutral third-party mediator. The mediation process shall commence within 21 days of the end of the negotiation period. Both parties agree to participate in the mediation in good faith and to share the costs of mediation equally.

8.4. Arbitration

If mediation fails to resolve the dispute, either party may initiate binding arbitration. The arbitration shall be conducted by a single arbitrator in accordance with the rules of AIA - Associazione Italiana per l'Arbitrato.

The arbitration shall take place in Bolzano.

The arbitrator's decision shall be final and binding on both parties.

The costs of arbitration shall be shared equally by both parties, unless the arbitrator rules otherwise.

8.5. Exceptions to Arbitration

Notwithstanding the above, either party may seek injunctive or other equitable relief from a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

8.6. Class Action Waiver

Both parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

8.7. Governing Law

This dispute resolution process and any arbitration shall be governed by the laws of Italy, without regard to its conflict of law provisions.

8.8. Language and Venue

All dispute resolution proceedings shall be conducted in the English language.

For any court proceedings permitted under these Terms, both parties consent to exclusive jurisdiction and venue in the courts located in Bolzano.

8.9. Time Limitation

Any dispute must be filed within one (1) year after the relevant claim arose; otherwise, the dispute is permanently barred.

8.10. Confidentiality

Both parties agree to keep confidential all aspects of the dispute resolution process, including any negotiations, mediation, or arbitration proceedings, except as may be required by applicable law.

8.11. Severability

If any provision of this dispute resolution process is found to be unenforceable, the remaining provisions shall remain in full force

and effect.

By using our product and associated hardware, customers agree to this dispute resolution process. Both parties acknowledge that this process is designed to provide a fair, efficient, and cost-effective method for resolving disputes.

9. Termination clauses

9.1. Term of Agreement

9.1.1. This agreement shall remain in effect for an initial period of one (1) year from the date of signing, unless terminated earlier as provided here in.

9.1.2. The agreement will automatically renew for successive one (1) year periods unless either party provides written notice of non-renewal at least 30 days prior to the end of the current term.

9.2. Termination by Customer

The customer may terminate this agreement: a) At the end of the current term by providing written notice as specified above. b) Immediately, if our company materially breaches this agreement and fails to cure such breach within 90 days of receiving written notice.

9.3. Termination by Our Company

9.3.1. We may terminate this agreement: a) At the end of the current term by providing written notice as specified above. b) Immediately, if the customer materially breaches this agreement, including but not limited to failure to pay fees, misuse of the system, or violation of our intellectual property rights. c) With 15 days notice, if we decide to discontinue the cashless payment system service.

9.4. Effect of Termination

Upon termination: a) The customer must immediately cease use of

our cashless payment system and associated software. b) All leased hardware must be returned to us in good working condition within 14 days of termination. c) Any outstanding fees become immediately due and payable.

9.5. Data Handling Post-Termination

9.5.1. We will maintain the customer's data for an undefined period of time after termination, during which time the customer may request a copy and or the permanent deletion of their data.

9.6. Refunds and Final Payments

9.6.1. No refunds will be provided for any prepaid fees upon termination.

9.6.2. If termination occurs mid-billing cycle, the customer will be responsible for payment of fees for the entire billing period.

9.7. Survival

The following sections of this agreement will survive termination: Intellectual Property Rights, Confidentiality, Limitation of Liability, and Dispute Resolution.

9.8. Suspension of Service

We reserve the right to suspend service immediately, without terminating the agreement, in case of suspected fraudulent activity, security breaches, or non-payment of fees.

9.9. Termination Assistance

Upon request, we will provide reasonable assistance to transition the customer's data and operations away from our system, which may be subject to additional fees.

9.10. Hardware Recovery

If the customer fails to return leased hardware within the specified timeframe after termination, they will be charged the full replacement cost of the equipment.

By agreeing to these Terms of Service, both parties acknowledge and accept these termination clauses. These provisions are designed to provide clarity and fairness in the process of ending the service relationship.

10. Changes to terms

10.1. Right to Modify

We reserve the right to modify these Terms of Service at any time, at our sole discretion.

10.2. Notification of Changes

We will notify customers of any material changes to these Terms by:
a) Sending an email to the primary contact address associated with the customer's account
b) Posting a notice on our website
c) Providing an in-app notification through our dashboard interface

10.3. Timing of Notifications

We will provide notification of changes at least 30 days before the new terms take effect, unless changes are required immediately for legal or security reasons.

10.4. Review and Acceptance

10.4.1. Customers are responsible for reviewing the modified Terms of Service.

10.4.2. Continued use of our cashless payment system after the effective date of any changes constitutes acceptance of the modified terms.

10.5. Objection to Changes

10.5.1. If a customer objects to any changes, they must notify us in writing within 14 days of receiving notice of the changes.

10.5.2. In case of objection, the customer may continue using the service under the previous terms until the end of their current billing cycle, after which they may either accept the new terms or terminate their agreement.

10.6. Material Changes

For changes we deem material, we may require customers to provide explicit consent (e.g., clicking an "I agree" button) before continuing to use our service.

10.7. Hardware and Pricing Changes

Changes to hardware specifications or pricing will not affect existing lease agreements until their renewal date, unless mutually agreed upon.

10.8. Governing Law Updates

We may update these Terms to comply with changes in relevant laws and regulations without prior notice.

10.9. Archive of Previous Versions

We will maintain an archive of previous versions of the Terms of Service, which customers can request access to.

10.10. Severability

If any provision of the modified Terms is found to be unenforceable, the remaining provisions will remain in full effect.

10.11. Questions About Changes

Customers are encouraged to contact our support team with any questions or concerns about changes to the Terms of Service.

By continuing to use our cashless payment system after changes to these Terms, customers acknowledge that they have read, understood, and agree to be bound by the updated Terms of Service.

11. **Governing law**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Republic of Italy, without regard to its conflict of law provisions.

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 Blytz Cashless SRL's products and services, you acknowledge that you have read, understood, and agree to comply with the information laid out in this document.