

# END USER LICENSE AGREEMENT

BLYTZ CASHLESS SRL

Last Updated: 20.07.2024

## Introduction

This End User License Agreement ("Agreement") is a legal agreement between you ("User" or "you") and Blytz Cashless SRL ("Company", "we", "us", or "our"), located at St. Johannesweg 15, 39050 Völs am Schlern, Bolzano, Italia. This Agreement governs your use of our cashless payment system software service, including web-based platform and mobile application (collectively, the "Service").

This agreement is complementary to all other agreements and legal documents, including the Privacy Policy, Acceptable Use Policy, Cookie Policy, Lease Agreement, Pricing Structure and Fees, Support Policy, and Terms of Service.

All the mentioned documents create a legally binding agreement upon use of the products or services of Blytz Cashless SRL - find a comprehensive overview at: [www.blytzcashless.com/legal](http://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.

## DEFINITIONS

- **"Service"** means the Blytz Cashless software, including the web-based platform and mobile application, provided by the Company for cashless payments at festivals and events.
- **"Hardware"** refers to any physical devices provided by the Company as part of the Service.
- **"User Account"** means the account created by a User to access and use the Service.
- **"User Data"** means any data or information submitted by Users through the Service.

## LICENSE GRANT AND RESTRICTIONS

### License Grant:

Subject to the terms of this Agreement, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Service for its intended purpose of facilitating cashless payments at events.

### Restrictions: (You shall not)

- Copy, modify, or create derivative works of the Service;
- Reverse engineer, decompile, or disassemble the Service;
- Remove or alter any proprietary notices on the Service;
- Use the Service in any unlawful manner or for any unlawful purpose;
- Attempt to gain unauthorized access to the Service or its related systems or networks.

## **INTELLECTUAL PROPERTY RIGHTS**

1. The Service, including all content, features, and functionality, is owned by the Company and is protected by copyright, trademark, and other intellectual property laws.
2. This Agreement does not grant you any rights to use the Company's trademarks, logos, or other brand elements.

## **PERMITTED USES AND PROHIBITED ACTIONS**

**Permitted Uses:** (You may use the Service to)

- Process cashless payments at authorized events;
- Access and manage your User Account;
- Generate reports related to your use of the Service.

**Prohibited Actions:** (You shall not)

- Use the Service for any illegal activities;
- Interfere with or disrupt the integrity or performance of the Service;
- Attempt to circumvent any security features of the Service;
- Use the Service to transmit any viruses, malware, or other harmful computer code;
- Resell, lease, or otherwise commercially exploit the Service without our explicit permission.

## **USER OBLIGATIONS**

1. You are responsible for maintaining the confidentiality of your User Account credentials.
2. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.
3. You are responsible for all activities that occur under your User Account.
4. You agree to use the Service in compliance with all applicable laws and regulations.

## **TERM AND TERMINATION**

1. This Agreement is effective until terminated by you or the Company.
2. You may terminate this Agreement by discontinuing use of the Service and closing your User Account.
3. The Company may terminate this Agreement at any time without notice if you fail to comply with any term of this Agreement.
4. Upon termination, you must cease all use of the Service and delete any copies of the Service in your possession.

## **DISCLAIMERS AND LIMITATIONS OF LIABILITY**

1. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY.
2. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY.
3. THE COMPANY'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, TO USE THE SERVICE DURING THE 12 MONTHS PRECEDING THE CLAIM.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

1. This Agreement shall be governed by and construed in accordance with the laws of Italy, without regard to its conflict of law provisions.
2. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in Bolzano, Italy, in accordance with the rules of the Italian Arbitration Association.

## **SECURITY REQUIREMENTS**

1. The Company implements industry-standard security measures to protect User Data and financial transactions.
2. You agree to comply with all security guidelines provided by the Company and to promptly report any security breaches or suspicious activities.

## **INTEGRATION WITH THIRD PARTY SYSTEMS**

1. The Service may integrate with third-party event management systems. The Company is not responsible for the functionality or security of these third-party systems.
2. You agree to comply with any additional terms or requirements imposed by third-party event systems when using the Service in conjunction with such systems.

## **MISCELLANEOUS**

1. This Agreement constitutes the entire agreement between you and the Company regarding the Service.
2. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
3. The Company may modify this Agreement at any time by posting the revised Agreement on our website. Your continued use of the Service after such changes constitutes your acceptance of the revised Agreement.

## Contact Information

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

Blytz Cashless SRL ([hello@blytzcashless.com](mailto:hello@blytzcashless.com))

St. Johannesweg 15,

39050 Völs am Schlern,

Bolzano, Italia.

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### 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.