**Express Tips Service Terms**

Please carefully read these Terms of Service ("Terms") as they constitute a legally binding agreement between you and Firefly Tech Oy, a limited liability company registered under the laws of Finland, with its registered office at Sienimaenkatu 7C 24, 55510 Imatra, Finland ("Express Tips"). These Terms govern your access to and use of the Express Tips website located at and any subdomains used in connection with or related to it, as well as any future versions (collectively "Express Tips Website"), the Express Tips mobile applications ("Express Tips App"), and any proprietary software used in connection with the Express Tips Website or Express Tips App ("Express Tips Software"). Together, the Express Tips Website, Express Tips App, and Express Tips Software constitute the "Express Tips Platform." These Terms also apply to all services provided by Express Tips through the Express Tips Platform (see the definition of "Express Tips Services" in Section [5] below).

**NOTICE FOR NON-RESIDENTS OF FINLAND:**

If you are not a resident of Finland, you acknowledge and agree that:

* Express Tips operates on a cross-border basis;
* Express Tips is based in Finland, not in your country of residence;
* You are contracting with a legal entity registered outside of your country of residence;
* These Terms are governed by the laws of Finland; and
* Any dispute under these Terms will be resolved exclusively through arbitration in Helsinki, Finland.

These Terms apply to all users of the Express Tips Platform, including users who provide hospitality services to other users, users who make payments to providers and merchants, users who leave reviews of goods and services via the Express Tips Platform, users who download the Express Tips App, and users who simply view content available through the Express Tips Website.

If you use the Express Tips Platform or create an Express Tips account (see Section [3] below) on behalf of another person or entity, you represent and warrant that you have the authority to bind that person or entity to these Terms. The term "User," "you," or "your" refers to the individual or entity, as applicable, that accesses or otherwise uses the Express Tips Platform or Express Tips Services (as defined in Section [5] below). You acknowledge and agree that the Express Tips Platform and Express Tips Services are provided to facilitate: (1) the payment of tips and service charges ("Service Payments") in the hospitality sector; and (2) the submission of guest feedback and ratings for providers and merchants (each as defined in Section [2] below). You understand that the Express Tips Platform and Express Tips Services facilitate these actions and that Express Tips itself is not a provider or merchant.

By accessing, viewing, and using the Express Tips Platform, you confirm that you have read and accept these Terms. If you do not accept these Terms, you may not access or use the Express Tips Platform or Express Tips Services.

These Terms may be modified by Express Tips at its discretion at any time and to the fullest extent permitted by applicable law. When changes are made, Express Tips will provide an updated copy of these Terms on the Express Tips Platform. Express Tips will also update the "Last Updated" date at the top of these Terms. If we make any significant changes and you have registered with us to create an account, we may also send you an email to the last email address you provided to notify you of such changes and the date they will take effect for you. For users not registered with us, any changes to these Terms are effective immediately upon posting the notice of such changes on the Express Tips Platform. Express Tips may require you to confirm your acceptance of the updated Terms in a specified manner before further use of the Express Tips Platform and/or Express Tips Services. If you do not agree with any changes after receiving notice of such changes, you must discontinue using the Express Tips Platform and/or Express Tips Services. Otherwise, your continued use of the Express Tips Platform and/or Express Tips Services will constitute your acceptance of such changes. Please regularly review the Express Tips Platform to view the most current Terms.

You should read these Terms in full; however, this index is provided for ease of navigation to specific sections of these Terms.

1. Express Tips Participants

These Terms constitute an agreement between you and Firefly Tech Oy, a limited liability company registered under the laws of Finland. The terms "Express Tips," "we," or "our" mean Firefly Tech Oy.

Firefly Tech Oy and its affiliates, officers, directors, and employees are referred to in these Terms as the "Express Tips Group." For clarity, the Express Tips Group does not include third parties such as Vendors or Providers (as those terms are defined in Section 2 below).

**2. Users and Applicable Legal Terms**

Definition of Users. The Express Tips Platform facilitates:

1. The payment of Service Charges;
2. The submission of feedback and ratings of personnel and locations by consumers using the Express Tips Platform ("Clients") for food, beverages, and other goods and services (collectively "Goods and Services") offered by restaurants, salons, hotels, and other establishments ("Vendors") and services performed by service providers working at these Vendors ("Providers");
3. User access to feedback and ratings from Clients and other content on the Express Tips Platform;
4. The implementation of schemes for the allocation or distribution of collective service payments ("Tronc Schemes") by individually appointed Providers ("Troncmasters");
5. Accountant or other authorized representative access for calculating tax amounts to be withheld from service payments paid to Providers and arranging the direct transfer of such amounts from an account held with the Payment Processor to an account belonging to the Vendor.

Collectively, Clients, Vendors, Providers, Troncmasters, Vendor Accountants, and website visitors make up the "Users" of the Express Tips Platform, and these Terms apply to all Users.

Express Tips Privacy Policy. Important information about Express Tips' data collection, use, and disclosure practices of Users' personal information submitted through the Express Tips Platform is governed by the Express Tips Privacy Policy, which is incorporated into these Terms. To view our Express Tips Privacy Policy, visit: ("Express Tips Privacy Policy").

Additional Terms for Vendors, Providers, Troncmasters, and Vendor Accountants. In addition to these Terms and the Express Tips Privacy Policy, Vendors, Providers, Troncmasters, and Vendor Accountants may be subject to additional terms agreed upon in separate agreements with Express Tips regarding the Goods and Services offered by such Users or their use of the Express Tips Platform. In the event of any conflict between these Terms and any separate agreement such User has entered into with Express Tips, the terms of the separate Express Tips agreement will prevail.

Additional Terms for Express Tips App Users. To the extent that other terms and conditions of these Terms are less stringent or otherwise contradict the terms and conditions of this Section, the more stringent or contradictory terms and conditions in this Section will apply but only concerning the Express Tips App if downloaded from the Apple App Store or Google Play Store.

The following additional terms apply to you if you use the Express Tips App and have downloaded it from the Apple App Store or Google Play Store. You acknowledge and agree that:

These Terms are concluded between you and Express Tips. Neither Apple Inc. ("Apple") nor Google Inc. ("Google") (collectively "Download Providers") are parties to these Terms and have no obligations regarding the Express Tips App. Express Tips, not Apple or Google, is solely responsible for the Express Tips App, including any maintenance and support as well as the content set forth herein. However, the Download Providers, along with their subsidiaries, are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, the Download Provider used to obtain the Express Tips App has the right (and is deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary. If Express Tips does not comply with any applicable warranty, you may notify the Download Provider used to obtain the Express Tips App, and they will refund the purchase price (if any) of the Express Tips App in accordance with their policies, and to the maximum extent permitted by applicable law, the Download Provider used to obtain the Express Tips App has no other warranty obligations regarding the App. Between the Download Provider used to obtain the Express Tips App and Express Tips, any other claims, losses, liabilities, damages, expenses, or costs related to any failure to conform to any warranty are Express Tips' responsibility. You and we both acknowledge that Express Tips, not the Download Provider used to obtain the Express Tips App, is responsible for addressing any end-user or third-party claims related to the Express Tips App, including but not limited to: (a) product liability claims; (b) any claim that the Express Tips App fails to comply with any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar laws.

In the event of any third-party claim that the Express Tips App or your possession or use of the Express Tips App infringes that third party's intellectual property rights, Express Tips is solely responsible for investigating, defending, settling, and discharging any such intellectual property infringement claim.

3. Express Tips Accounts

* Accurate Information. You represent and warrant that all information provided by you (or anyone acting on your behalf) on the Express Tips Platform, including any information provided by you to create an account to use the Express Tips Platform (a "Express Tips Account") or in connection with your use of Express Tips Services, is truthful, accurate, current, and complete.
* Express Tips Account Security. You must keep your Express Tips Account credentials secure and agree not to disclose your Express Tips Account credentials to anyone. No member of the Express Tips Group is responsible for any loss or damage arising from your failure to protect your Express Tips Account, use a strong password, or use a unique password for your Express Tips Account. You can view certain parts of the Express Tips Platform without creating an Express Tips Account.
* Access to Express Tips Accounts at Discretion. Express Tips reserves the right to deny your request for an Express Tips Account and disable or terminate access to any Express Tips Account issued to you at any time at Express Tips' sole discretion. If Express Tips disables access to an Express Tips Account issued to you, you are prohibited from accessing the Express Tips Platform and using the Express Tips Services, and you will not have access to your Express Tips Account details and other information related to your Express Tips Account.
* Suspension, Termination, and Deletion of Express Tips Accounts. Express Tips may suspend or terminate your access to the Express Tips Platform or terminate providing you with all or part of the Express Tips Services at any time for any or no reason, including if we believe: (i) you may have violated these Terms; (ii) you may create risk or potential legal exposure for us; (iii) prolonged inactivity; or (iv) our provision of Express Tips Services to you is no longer commercially viable. Suspension or termination may also include the deletion of all or some materials uploaded by you. Express Tips may make reasonable efforts to notify you at the email address associated with your Express Tips Account, through the Express Tips Platform, or upon your next attempt to access your Express Tips Account, depending on the circumstances. You acknowledge and agree that Express Tips may make suspensions and terminations at its sole discretion and that no member of the Express Tips Group is liable to you or any third party for any suspension or termination of your access to the Express Tips Platform or for the deletion of any materials uploaded by you to the Express Tips Platform. Any suspension or termination of such access or deletion of such materials is in addition to all and any other rights and remedies that Express Tips may have. In the event of termination, we may disable your Express Tips Account but retain a disabled Express Tips Account and related information to prevent fraud or for other lawful purposes. If your Express Tips Account is suspended, you will need to reactivate it to receive tip payments. You can request reactivation through the customer support feature on the Express Tips Platform or by emailing support@e-Tips.net.
* Fees for Inactive Accounts. Your Express Tips Account will be considered "inactive" if you have not received service payments or transferred funds from your Express Tips Account to a bank account or credit/debit card registered to your Express Tips Account for twelve (12) consecutive months. If your Express Tips Account becomes inactive, Express Tips may charge a non-refundable inactivity fee equal to the lesser of: (a) Euro 3; and (b) the balance of your Express Tips Account. If the Express Tips Account remains inactive and no longer has a positive balance, Express Tips may close the account (see "Suspension, Termination, and Deletion of Express Tips Accounts" above).
* Deletion and Termination of Account. You can request the deletion of your Express Tips Account by requesting (via email or through any available interface on the Express Tips Platform) the deletion of your Express Tips Account or by discontinuing the use of the Express Tips Platform and Express Tips Services and deleting any local software components, if any. If you request the deletion of your Express Tips Account, we may disable your Express Tips Account but retain a disabled Express Tips Account for fraud prevention or other lawful purposes. You can request to terminate these Terms at any time by requesting via email (or through any available interface on the Express Tips Platform) the deletion of your Express Tips Account. Express Tips may terminate these Terms at any time by notifying you at its discretion via email to your current email address registered with us or through the Express Tips Platform.

4. Licensed Access to the Express Tips Platform and Permitted Use

License. Subject to your compliance with these Terms, Express Tips hereby grants you a personal, i.e., valid only for you, revocable, non-exclusive, and non-transferable license to use the Express Tips Platform in accordance with these Terms as follows, depending on the type of User you are:

* Clients: you may use the Express Tips Platform to make Service Payments to Providers. You may also use the feedback features of the Express Tips Platform to post comments, ratings, and reviews of Vendors and Providers and the Goods and Services they provide;
* Providers: Clients can use the Express Tips Platform to facilitate Service Payments to you, and you can track Service Payments made to you through the Express Tips Platform by accessing your Express Tips Account;
* Vendors: you can access the Express Tips Platform to: (1) create Express Tips Accounts for Providers who will use the Express Tips Platform if such Providers consent on their behalf; (2) request Express Tips Accounts for Troncmasters to implement the Tronc scheme and/or Vendor Accountants who can use the Express Tips Platform to calculate tax amounts to be withheld from Service Payments paid to Providers; (3) view ratings and reviews of the Venue and Goods and Services posted by Clients; and (4) with Express Tips' permission, copy and paste ratings and reviews of the Venue and Goods and Services for public display, including posting on the Vendor's website or social media;
* Troncmasters: you may use the Express Tips Platform to implement and manage the Tronc scheme in accordance with the additional terms set out in Section [6] below;
* Vendor Accountants: you may use the Express Tips Platform to calculate tax amounts to be withheld from Service Payments paid to Providers and to arrange the direct transfer of such amounts from an account held with the Payment Processor to an account belonging to the Vendor (a "Vendor Account") for further transfer to HM Revenue & Customs.

The activities described above constitute "Permitted Use" depending on the specific type of User.

Retention of Rights. Express Tips retains the right at its sole discretion to deny access to the Express Tips Platform or Express Tips Services to any person at any time for any reason (or no reason), including but not limited to violation of these Terms or usage that is not a Permitted Use. You must immediately cease any such access and use of the Express Tips Platform or Express Tips Services at Express Tips' request.

Geographic Application of the Express Tips Platform. The Express Tips Platform and/or specific services may not be available at any or all times and in any or all countries. Furthermore, nothing on the Express Tips Platform constitutes an offer or invitation to buy or sell any product or service.

Changes to the Express Tips Platform. Express Tips reserves the right to modify (or allow a third party to modify) any information, materials, or content contained in or provided through the Express Tips Platform (the "Content") at any time and from time to time without notice.

5. Service Payments, Express Tips Services, Express Tips as Agent, and Customer Support

Express Tips Services

Through the Express Tips Platform, Express Tips provides Users with the following services (the "Express Tips Services"):

* The Express Tips Platform connects Clients, Vendors, and Providers with Payment Processors who may provide payment processing services and gateway services to facilitate and receive Service Payments;
* Express Tips allows Vendors and Troncmasters to create Express Tips Accounts for Providers;
* Express Tips also allows Vendors to create Express Tips Accounts for Vendor Accountants to ensure the withholding of taxes from Service Payments paid to individual Providers;
* Express Tips allows Troncmasters to create schemes for the distribution of Service Payments among Providers in accordance with the additional terms set out in Section [6] below;
* Express Tips may provide customer support to Users; and
* Express Tips allows Users to access feedback and ratings of Providers and Vendors submitted by Clients.

Express Tips may provide products or services to Providers or Vendors under a separate agreement entered into with such parties.

Any information about Vendors on the Express Tips Platform is content provided by Vendors and not by Express Tips, and Express Tips is not responsible for such content.

Express Tips Account

To use the Express Tips Platform and most features of Express Tips Services, Providers, Vendors, Troncmasters, and Vendor Accountants must successfully create a user account (a "Express Tips Account") using the Express Tips Platform.

**Making Service Payments**

Using the Express Tips Platform, a Client can scan a QR code provided by a Vendor or Provider to make Service Payments to Providers through a Payment Processor. After scanning the QR code, the Client will be directed to a window where they will be asked to enter the desired amount of the Service Payment. After entering the amount, the Client will have the opportunity to review and pay the card fees associated with the Service Payment. After reviewing and confirming the correctness of the Service Payment amount, the Client can proceed to make the Service Payment. The Client's card will be charged at the time of the Service Payment.

After making a Service Payment, the Client cannot modify or cancel that Payment and is not entitled to a refund.

**User Support**

Express Tips may offer support to Users on matters related to Express Tips Services. Users with any problems, questions, or suggestions regarding the Express Tips Platform or Express Tips Services should contact Express Tips customer support (rather than Providers or Vendors) via chat (preferably), email, or phone at the contact information provided on the Express Tips Platform.

**Payment Processing Services**

Payment processing services for the Express Tips Platform are provided by third-party payment processors or gateway service providers that Express Tips may choose from time to time (each such provider a "Payment Processor"). Depending on the applicable Payment Processor, you may need to comply with any terms of such Payment Processors. You agree, understand, and acknowledge that you are required to comply with any such terms that you are informed of from time to time.

**Pricing and Payment**

Service Payments must be made by the Client using an accepted credit or debit card issued in their name through the Payment Processor (each such payment a "Card Payment"). The Client will be charged at the time of the Service Payment. At the time of making the Service Payment, each Client represents and warrants that they are using a credit or debit card issued in their name. Each Client agrees to the collection and use of their information (including, if applicable, personal information) by such Payment Processors as necessary to process Service Payments. Express Tips reserves the right to add, remove, or replace any Payment Processor connected to the Express Tips Platform at any time at its discretion. Each Client agrees that the Payment Processor will charge their payment card for any Service Payment made. Each Client is responsible for ensuring all their billing information is current, complete, and accurate.

**Processing Fees**

Each Service Payment will be subject to Platform Fees as described below. When making a Service Payment, the Client must choose:

* To pay the Platform Fees (so that no fees are deducted from the Service Payment before it is transferred to the Provider); or
* To deduct the Platform Fees from the Service Payment (so that the Service Payment received by the Provider is reduced by the fee amount).

Express Tips and Payment Processor Fees

The Express Tips Platform Fees ("Express Tips Fees") and fees charged by third-party Payment Processors ("Processor Fees") are as follows:

Express Tips Fees

Express Tips Fees are detailed in the "Express Tips Fees" section on the Express Tips website at . Currently, Express Tips charges a fee of up to 6% excluding VAT.

**Processor Fees**

Processor Fees vary depending on several factors, including:

* The Payment Processor that Express Tips uses for a specific transaction; and
* The type of the Client's card, the card issuer, the country of issue, etc.

Due to these variables, Express Tips cannot pre-calculate the exact Processor Fee amount before the card transaction. Therefore, Express Tips charges Processor Fees based on an estimate of the fees likely to be charged by the applicable Payment Processor. Excluding VAT, these fees currently include:

* A fixed fee of up to EUR XX per transaction; and
* A variable fee of up to XX% per transaction.

Currently, Express Tips uses Stripe and Checkout as Payment Processors. Their fee structures are available at:

<https://stripe.com/gb/pricing>

<https://www.checkout.com/pricing>

Each Client agrees, understands, and acknowledges that Express Tips engages Payment Processors to facilitate payment processing, including Stripe and Checkout. Accordingly, the Client may need to comply with any terms of such third-party gateway providers that they are informed of from time to time.

**Vendor Service Fees**

Some Vendors may require a specific amount or percentage (a "Service Fee") to be deducted from Service Payments made to their Providers. In such cases: (1) the Vendor will receive the Service Fee; and (2) the Provider will receive the balance of the Service Payment.

**Currency**

Service Payments may be debited from the Client's bank account or card account in a currency different from the chosen one if the bank or Payment Processor requires payment in a specific currency, or the chosen currency is subject to mandatory currency conversion. Any payment made in a currency other than the currency used by the payment card may result in additional fees charged by the payment card provider or Payment Processor.

**Payouts**

Service Payments made by the Client will be transferred to an accepted bank account or credit or debit card registered in the Express Tips Account of such Provider. Typically, the bank account or payment card must be issued in the Provider's name; however, if the Provider does not have an accepted bank account or payment card, the Vendor may agree to accept Service Payments on behalf of the Provider.

Each Provider agrees, when using the Express Tips Platform, to comply with the terms of each Payment Processor through which Express Tips may make payments or receive funds. The Provider agrees that:

* After making a Service Payment by the Client, Express Tips may first receive the funds from the Payment Processor and then transfer them to the Provider.
* Service Payments are subject to delays imposed by the Payment Processor, which may vary depending on the Payment Processor, their terms of service, and may change from time to time.
* Service Payments may be delayed if the Provider or Client has been identified as high risk or involved in suspicious activity under AML or KYC rules, and such delays will remain until Express Tips is satisfied that there is no suspicious activity.

**6. Tronc Schemes**

The Express Tips Platform facilitates the creation and management of Tronc schemes whereby service payments received from individual Vendors are pooled and subsequently distributed among Vendors and other staff members. For example, in a restaurant, a Tronc scheme may be used to distribute tips among Vendors and other staff such as cooks, managers, and hostesses.

Subject to applicable law, a Tronc scheme allows tips to be distributed to employees without the employer being obligated to withhold certain categories of taxes and social contributions.

Where the Express Tips Platform is used to manage a Tronc scheme, Troncmasters and Vendors agree to the additional terms and conditions:

* A Troncmaster may be appointed by Vendors or employees;
* No Vendor, nor any shareholder, director, or officer of such Vendor (each a "Vendor Representative"), may act as a Troncmaster for a Tronc scheme managed using the Express Tips Platform;
* Each Troncmaster independently selects which Vendors and employees participate in the Tronc scheme without interference, instructions, approvals, or other influence from the Vendor or any other Vendor Representative;
* The Troncmaster distributes service payments within the Tronc scheme without interference, instructions, approvals, or other influence from the Vendor or any other Vendor Representative;
* The Troncmaster must not allow the Vendor, any Vendor Representative, or any other party to access their Express Tips Account or otherwise provide details of any information or data contained in such Express Tips Account.

In the event of any breach of Tronc scheme management as per the above terms and conditions, Express Tips has the right to suspend or terminate the User's access to the Express Tips Platform.

Failure to comply with the Tronc scheme management terms and conditions as set out above may also result in the Vendor being liable for improper withholding of certain taxes and social contributions from the relevant service payments. Express Tips is not liable for such actions, and each Vendor and Troncmaster ensures indemnification to the Express Tips Group for losses related to non-compliance with the terms and conditions set out above.

**7. Withholding Taxes**

A Vendor may create an Express Tips Account for use by a Vendor Accountant. Using such an account, the Vendor Accountant can determine applicable tax withholdings on service payments. At the Vendor's option, either: (1) the entire gross service payment amount is transferred to the Vendor, who withholds the relevant taxes and remits the balance to the respective Provider; or (2) the net service payment is sent to the Provider, and the withheld taxes are remitted to the Vendor. Any Vendor Accountant for whom an Express Tips Account is created explicitly agrees to use such Express Tips Account only for the purposes specified above.

Express Tips provides Vendor Accountants with access to the Express Tips Platform to facilitate the above actions. By using the Express Tips Platform for such actions, Vendor Accountants and Vendors are solely responsible for complying with all tax withholding obligations on service payments, and no member of the Express Tips Group is responsible for any breach of such obligations. Each Vendor using the Express Tips Platform for tax withholding calculations as described above agrees to remit all withheld taxes to the relevant tax authorities and agrees to indemnify the Express Tips Group for losses related to non-compliance with such obligations.

For further information on tax matters, please refer to the disclaimers set out in the "Tax Obligations" section in Section 13 below.

**8. Software and Merchandising**

Express Tips implements the Express Tips Platform with Vendors in one of three ways:

1. Express Tips Software Installation

Express Tips may install the Express Tips Software on the Vendor's server. Once installed, this software interacts with the Vendor's POS systems to print a unique QR code for such Vendor and their Vendors on each receipt, allowing Clients to make service payments as described above. Each Vendor using POS integration explicitly agrees to the installation of Express Tips software as described above and acknowledges and agrees that all intellectual property rights to such Express Tips software belong to Express Tips as further described in Section 10 below.

1. **Standalone Device**

Express Tips may provide the Vendor with a standalone computer device for use on the Vendor's premises. This device uses Express Tips software to send signals to the Vendor's computer system and POS system, directing the system to include the Vendor's unique QR code on receipts. Each Vendor receiving such a device acknowledges and agrees that: (a) such device is owned by Express Tips and provided to the Vendor solely for use with the Express Tips Platform; and (b) all intellectual property rights to any Express Tips software installed on such device belong to Express Tips as further described in Section 10 below.

1. **Merchandising Methods**

If POS integration or the use of a standalone computer device is not possible or feasible, Express Tips may provide the Vendor with printed materials containing QR codes and other information facilitating the use of the Express Tips Platform. When using such methods, each Vendor grants Express Tips a limited license to use its copyrights and trademarks solely for the purpose of creating such merchandising materials.

**9. Prohibited or Illegal Use**

You may not, without prior written permission from Express Tips, use the Express Tips Platform, Express Tips Services, or any content (including any content of other Users) for purposes other than the applicable Permitted Use. Without limiting the generality of the foregoing, you must not, and must not permit anyone else to, use the Express Tips Platform and/or content to:

* Incorporate the Express Tips Platform, Express Tips Services, or content, or any part thereof, on any commercial or non-commercial website through "framing," "mirroring," or otherwise;
* Access, monitor, or copy any part of the Express Tips Platform, Express Tips Services, or content using any robots, spiders, scrapers, or other automated means or any manual process for any purpose without Express Tips' express written permission;
* Violate any laws;
* Violate restrictions in the robots.txt file, if any, or bypass or circumvent other measures employed to prevent or limit access to the Express Tips Services or the Express Tips Platform;
* Remove (or allow anyone else to remove) any watermarks, labels, or other legal or proprietary notices included in the Express Tips Platform or content;
* Alter or attempt to alter the Express Tips Platform or any content, including any modifications to conceal or alter any indications of ownership or source of the content from the Express Tips Platform;
* Forge headers or otherwise manipulate identifiers to disguise the origin of any material transmitted through the Express Tips Platform or impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
* Attempt to facilitate, authorize, or encourage others to circumvent, disable, or defeat any security measures or components such as digital rights management software or encryption protecting the Express Tips Platform or Express Tips Services;
* Copy, reproduce, modify, translate, distribute, transmit, sell, publish, broadcast, perform, transmit, license, or create derivative works from any part of the Express Tips Platform or content;
* License, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Express Tips Platform;
* Create derivative works based on the Express Tips Platform, Express Tips Services, or content, in whole or in part, or decompile, disassemble, reverse engineer, or otherwise exploit any part of the Express Tips Platform, Express Tips Services, or content;
* Use the Express Tips Platform in a manner that violates the rights (including but not limited to contractual, intellectual property, or proprietary rights) of any third party;
* Upload or transmit through the Express Tips Platform any information, images, text, data, media, or other content that is offensive, harmful, illegal, hateful, obscene, or otherwise violates any laws or is otherwise objectionable, in each case at Express Tips' sole discretion.

It is prohibited to use the Express Tips Platform to collect any Service Payments or accept any payments related to:

* Illegal drugs, substances created to mimic illegal drugs, or equipment intended to manufacture or use illegal drugs;
* Any products or services that are illegal in the jurisdiction where your business is located, where you reside, or where you sell products or services;
* Pornography or other adult services such as prostitution, escort services, and adult online chats;
* Weapons and ammunition;
* Racist or anti-democratic media;
* Gambling, casinos, and equivalent enterprises, including internet gambling, lotteries, and contests with prizes in cash or other material forms.

These restrictions are established by Express Tips to protect against the use of the platform for purposes that violate laws or moral standards.

**10. Intellectual Property**

Content and Intellectual Property Rights

* Express Tips Content and Intellectual Property Rights. The Express Tips Platform and all content contained therein (except User Content as defined in subsection (b) below) ("Express Tips Content") belong to or are licensed by Express Tips and are protected by copyright, trademark, and other intellectual property rights. Express Tips expressly retains all rights to the Express Tips Platform and Express Tips Content, as well as all materials provided by Express Tips under these Terms that are not expressly granted to you. You acknowledge that all rights, titles, and interests in the Express Tips Platform and all materials provided by Express Tips under these Terms, including Express Tips Content and any update, adaptation, translation, customization, or derivative work thereof, as well as all intellectual property rights therein, remain with Express Tips (or third-party suppliers or licensors, as applicable), and that the Express Tips Platform and all materials provided by Express Tips under these Terms, including Express Tips Content, are provided to you on a temporary and non-exclusive basis and are not "sold" to you.
* User Content. All information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials, whether publicly posted or privately transmitted, on the Express Tips Platform by Users ("User Content") are the sole responsibility of such Users. This means that the User, not members of the Express Tips Group, is fully responsible for all such materials uploaded, posted, sent via email, transmitted, or otherwise made available on the Express Tips Platform. Express Tips may monitor User Content; however, Express Tips does not guarantee and is not responsible for the accuracy, integrity, or quality of such content. Under no circumstances shall members of the Express Tips Group be liable for User Content, including any loss or damage of any kind arising from viewing or using materials posted, sent, transmitted, or otherwise made available through the Express Tips Platform. If your User Content contains any personal data, such data is processed in accordance with the Express Tips Privacy Policy, and all other User Content is deemed non-confidential.
* Cookies. Express Tips uses "cookies" and similar technologies such as tags and pixels on the Express Tips Platform. Cookies and such similar technologies are small data files that websites place on your computer, laptop, or mobile device. Cookies are used by virtually all websites and do not harm your system. The Express Tips Cookie Policy is available at . By using the Express Tips Platform, you agree to Express Tips' use of cookies in accordance with the Cookie Policy.
* License to User Content for Express Tips. By submitting, posting, or displaying User Content on the Express Tips Platform or otherwise transmitting it to Express Tips, you grant the Express Tips Group a worldwide, non-exclusive, royalty-free, perpetual, transferable, and fully sublicensable right to use, refrain from using, delete, reproduce, modify, edit, copy, adapt, publish, translate, create derivative works, distribute, transmit, perform, display, and otherwise use User Content in whole or in part. Express Tips may sublicense User Content. You also grant Express Tips the right (although Express Tips is not obligated to do so) to bring a claim in court against any person or organization infringing your or Express Tips' rights in the User Content by violating these Terms. You represent and warrant that you have all the rights, power, and authority necessary to grant the rights provided herein to User Content. For clarity, Express Tips has no obligation to post or display any User Content on the Express Tips Platform.
* Use of Express Tips Content and User Content by Other Users. You may use Express Tips Content and other User Content (e.g., content provided by Providers or Clients) only for the applicable Permitted Use. If you print excerpts from the Express Tips Platform for personal, non-commercial use, you must not alter any digital or paper materials of such materials or use graphics, images, photographs, or videos separately from the accompanying text.

**11. Feedback Terms and Other User Content**

* Creating Feedback and Other User Content. Through the Express Tips Platform's capabilities, Clients can provide ratings/reviews, suggestions, or other feedback ("Feedback"). Feedback is a subset of User Content. By creating and posting any Feedback (or other User Content), you represent and warrant that you will not post or transmit any material to the Express Tips Platform that: (i) is false, inaccurate, or misleading; (ii) is offensive, defamatory, or violates any rights of any person or entity, including but not limited to privacy, publicity, or intellectual property rights; (iii) violates any rules or regulations set by Express Tips; (iv) violates any applicable laws or regulations; or (v) constitutes unauthorized advertising or spam. You agree that all your Feedback (and any other User Content) will comply with these Terms and the Express Tips Platform Rules. Express Tips may reject, delete, or modify any Feedback (or any other User Content) that does not comply with these Terms or the Express Tips Platform Rules.

Public Display of Feedback. You acknowledge that Express Tips may share Feedback with Providers and Vendors at its discretion. Express Tips may also allow Providers and Vendors to publicly display Feedback, including posting it on their websites or social media accounts. By providing ratings and reviews, you agree to our sharing such Feedback with Providers and Vendors and the public display of this Feedback by Providers and Vendors. All Feedback received by us may be moderated before sharing. We may do this to ensure that ratings/reviews comply with our content guidelines.

Advertising Materials. Each Provider acknowledges that Express Tips may publish information about its use of the Express Tips Platform, including on Express Tips websites and Express Tips social media accounts.

Privacy Notice. If you access any personal information through or in connection with the Express Tips Platform, you agree to handle such personal information in accordance with the current Express Tips Privacy Policy and not collect or aggregate any personal information, including personal information of other Users, except as provided in these Terms.

**12. Advertising and Third-Party Websites**

If you decide to enter into business relationships with any person whose products or services may be listed or advertised on the Express Tips Platform, you acknowledge and agree that such relationships are entirely between you and such advertiser, and further acknowledge and agree that no member of the Express Tips Group has any responsibility for any loss or damage that you may suffer as a result of such relationships.

The Express Tips Platform may provide links to third-party websites, and such links are provided solely for your convenience. If you use these links, you leave the Express Tips Platform. We have not reviewed and do not control any of these third-party websites (and are not responsible for these websites or their content or availability). Express Tips does not endorse these sites, their content, or the results of using such sites or content, and Express Tips is not responsible for their content, functions, or any malfunctions caused or harmful code originating from these sites. If you choose to access any of the linked third-party websites through the Express Tips Platform, you do so at your own risk.

Express Tips reserves the right to prohibit or require the removal of any link to the Express Tips Platform, including without limitation any link that contains or provides any content or information of such a nature at any time.

**13. Availability and Updates**

* Express Tips' Right to Modify, Suspend, or Terminate. Express Tips reserves the right to change, suspend, or terminate the Express Tips Platform or services at any time and for any reason or without announcement. The Express Tips Platform or services may be temporarily unavailable due to maintenance, hardware or network failures, or other reasons. Express Tips may periodically add or update Express Tips content and any other materials on the Express Tips Platform without prior notice.
* Availability of the Express Tips Platform. While we strive to ensure the availability of the Express Tips Platform around the clock (24 hours a day), we do not undertake to do so, and no member of the Express Tips Group is liable to you if the Express Tips Platform is temporarily unavailable at any time or for any period.
* Express Tips' Right to Upgrade or Modify. Express Tips reserves the right to upgrade or modify the Express Tips Platform (including the Express Tips App) at any time.

**14. Disclaimer of Warranties**

Content: While we strive to ensure the correctness of the information on the Express Tips Platform, we do not guarantee its accuracy or completeness. Express Tips may make changes to Express Tips content and any other materials on the Express Tips Platform at any time without prior notice. Express Tips content and other materials on the Express Tips Platform may be outdated, and we do not undertake to update this material.

Actions and Omissions of Vendors: A legal contract for the supply and purchase of goods and services is concluded between the Client and the Vendor. Express Tips does not control the actions or omissions of any Vendor or Provider and is not responsible for any actions or omissions or otherwise for the performance of Vendors and Providers.

The above disclaimers do not affect the legal rights of the Client against any Vendor or Provider.

**Disclaimer of Service Warranties**

* Viruses. Downloading and viewing the Express Tips Platform, Express Tips content, and any other materials are done at your own risk. Express Tips does not guarantee and does not make any warranties that the Express Tips Platform, Express Tips content, and any other materials that may be viewed through the Express Tips Platform are compatible with your computer system or mobile device or any associated operating systems or software. You are responsible for implementing measures to protect the security and integrity of your computer system and all maintenance, repair, or connection expenses that may be required as a result of your use of the Express Tips Platform (including the Express Tips App and Express Tips content).
* Non-Confidentiality of Communications. Express Tips does not guarantee the confidentiality of any communications made through the Express Tips Platform. While Express Tips generally adheres to industry-accepted practices for ensuring the security of data transmission through the Express Tips Platform, you understand, agree, and acknowledge that Express Tips cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Express Tips Platform.
* Tax Obligations. Express Tips makes no representations regarding the tax treatment of any service payments made or received through the Express Tips Platform. Each self-employed Vendor (i.e., not an employee of the Provider) agrees that: (1) they alone are responsible for reporting to the relevant tax authorities all income received by them from service payments; and (2) if applicable, Express Tips is entitled to withhold tax from such service payments and remit the withheld amount to the Provider. Each Provider agrees that they alone are responsible for any required reporting and withholding concerning taxes related to all Vendors they employ and agrees to immediately remit to the relevant tax authority any withheld amounts. Express Tips does not undertake such reporting on behalf of Providers or Vendors; however, Express Tips may, when required by applicable law, report certain information about service payments made and received through the Express Tips Platform to tax authorities and other regulatory and law enforcement agencies. For tax purposes, applicable law may require Express Tips to retain basic information about our Users (including contact and identification details and financial and transaction data) for up to six (6) years after terminating their User status.

**15. Limitation of Liability**

* No Implied Warranties. Express Tips Services, the Express Tips Platform, and content are provided "as is" without any warranties or conditions of any kind. Express Tips disclaims all warranties, representations, and conditions of any kind regarding the Express Tips Services, the Express Tips Platform, and content, whether express, implied, statutory, or collateral, including but not limited to implied warranties and conditions of merchantability, fitness for a particular purpose, non-infringement, or that the Express Tips Services, the Express Tips Platform, or content will or will operate without error or interruption.
* Exclusion of Consequential Damages. In no event shall Express Tips or any member of the Express Tips Group be liable, whether based on warranty, contract, tort, negligence, strict liability, or any other legal theory, for any damages of any kind (including but not limited to consequential, incidental, indirect, special, exemplary, or punitive damages, lost profits, lost revenue, lost use, lost data, personal injury, fines, fees, penalties, or other liabilities) regardless of whether Express Tips has been advised of the possibility of such damages, arising out of or in connection with the use or inability to use the Express Tips Services, the Express Tips Platform, or content.
* No Liability for Clients, Vendors, and Providers. Clients, Vendors, and Providers using the Express Tips Platform are independent individuals or organizations and are not representatives, agents, or employees of Express Tips. Therefore, Express Tips is not responsible for the actions, errors, omissions, representations, warranties, breaches of contract, or negligence of any Client, Vendor, or Provider, or for any personal injuries, death, property damage, or other losses or expenses arising therefrom and fully disclaims liability for the goods and services offered by Clients, Vendors, or Providers.
* Limitation of Liability. To the extent that the above limitations do not apply, in no event shall the total aggregate liability of the Express Tips Group to any User in connection with these Terms, including in connection with your use or inability to use the Express Tips Services, the Express Tips Platform, or content, exceed EUR 20 (twenty euros). For clarity, the existence of one or more claims under these Terms does not increase the maximum amount of liability.
* Additional Costs: You are solely responsible for any additional and/or related costs that may arise in connection with or as a result of your use of the Express Tips Platform, including but not limited to costs related to the maintenance, repair, or adaptation of any equipment, software, or data that you may own, lease, license, or otherwise use.

The above limitations reflect a fair allocation of risks without which Express Tips would not provide the Express Tips Platform and/or Express Tips Services to users. The limitations set forth in this section survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose or is otherwise deemed invalid by a court of competent jurisdiction.

**16. Indemnification**

You agree to defend, indemnify, and hold harmless the Express Tips Group, its licensors, their directors, employees, agents, contractors, partners, representatives, and employees from any threatened or actual claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses of any kind or nature, including but not limited to reasonable legal fees, arising in connection with or as a result of:

* Your breach of these Terms or any documents referenced herein;
* Your violation of any law or rights of a third party (including but not limited to intellectual property rights);
* Your breach or non-performance of any obligations under any transactions conducted by you or any third party acting on your behalf or with your permission.

Express Tips reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you under this agreement, and you agree to cooperate fully with Express Tips as required.

**17. Governing Law and Dispute Resolution**

* Governing Law. These Terms shall be governed by and construed in accordance with the laws of Finland. These laws apply to your access or use of the Express Tips Platform, Express Tips Services, and content, regardless of your location or physical presence. The Express Tips Platform, Express Tips Services, and content are intended for use only in jurisdictions where they may be lawfully offered for use.
* **Dispute Resolution Process.**

Except where limited by applicable law, in the event of a dispute or disagreement between (1) you and (2) Express Tips or any members of the Express Tips Group, including disputes or disagreements arising out of these Terms, the Express Tips Platform, or Express Tips Services, any interactions or transactions between (1) you and (2) Express Tips or any members of the Express Tips Group, or in relation to any legal relationships connected with or arising from these Terms, including the validity, existence, breach, termination, interpretation, or application thereof, as well as the rights, duties, or obligations of you or us (each a "Dispute"), the disputing party must notify the other party and each of you and us must make efforts in good faith to resolve the Dispute informally out of court. You may take legal action at any time before the competent courts.

If the Dispute is not resolved within twenty (20) business days after one party notifies the other party of the existence of the Dispute, you and we agree that the Dispute will be finally resolved through confidential arbitration in accordance with the rules of arbitration in effect at the time. The place of arbitration is Helsinki, Finland. Express Tips pays the reasonable costs of arbitration.

You and we agree that you and we will resolve any Dispute on an individual basis. Any claim you assert must be brought by you individually in your individual capacity, not as a representative plaintiff or member of a class action, and you must not combine such a claim with claims of other persons or entities or participate in any collective or representative action of any kind (existing or future) against any members of the Express Tips Group.

Nothing in this section prevents us from seeking temporary measures from a court, including preliminary or injunctive relief for the violation of your intellectual property rights.

**18. Miscellaneous**

* **Interpretation.** Unless the context clearly requires otherwise: (1) references to the plural include the singular, the singular includes the plural, the part includes the whole; (2) references to any gender include all genders; (3) "including" is inclusive and is often followed by the phrase "including but not limited to"; and (4) references to "below" or "herein" refer to these Terms. Section headings in these Terms are used solely for convenience of reference and should not be considered in interpreting them.
* Entire Agreement. These Terms, the Express Tips Privacy Policy, and any documents referenced herein, along with any additional written agreements entered into between you and Express Tips, constitute the entire agreement between Express Tips and you regarding the subject matter of these Terms and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Express Tips regarding the subject matter of these Terms.
* Notices. Express Tips may, at its discretion, provide any notices to you in connection with these Terms through the Express Tips Platform or by email to your current email address registered with Express Tips. Express Tips can be contacted in writing at:

Firefly Tech Oy Sienimaenkatu 7C 24, 55510 Imatra, Finland Email: maksim@expresstips.org

Express Tips may from time to time change its contact details for notices by posting updated contact details on the Express Tips Platform.

* Waiver. Express Tips' failure to insist on strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.
* Force Majeure. Express Tips shall not be liable to you for any non-performance or delay in performance of its obligations under these Terms during any period when such non-performance or delay is due to causes beyond its reasonable control.
* **Severability.** If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified by the court and construed to best achieve the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in full force and effect.
* Precedence. If any provision of these Terms conflicts with the terms of any other agreement between you and us, these Terms shall prevail; however, for Providers registered on the Express Tips Platform, the terms of any separate agreement between Express Tips and any Provider shall govern the relationship of such Provider with Express Tips concerning its use of the Express Tips Platform.
* **Assignment.** You may not assign your rights or obligations under these Terms without our prior written consent. We may assign any of our rights or obligations under these Terms without your prior written consent to any of our affiliates or any business with which we enter into a joint venture, acquire, or sell.