

# Terms and Conditions for the provision of Storyous POS system services (hereinafter also referred to as "T&C-POS")

## 1. Interpretative provisions

- 1.1 **Provider:** SaltPay d.o.o., with registered seat at Kapucinski trg 5, Varaždin, Republic of Croatia, PIN: 57731618918, MBS: 070154945, EUID: HRSR.070154945, registered in the Court Register maintained by the Commercial Court in Varaždin.
- 1.2 **POS service:** Enabling access to and use of the electronic customer and ordering system service for businesses (restaurants, bars, bistros, kiosks, etc.) operated by the Provider (hereinafter also referred to as the "**Storyous POS System**"), whereby the services are provided as cloud services.
- 1.3 **T&C-POS:** these T&C-POS govern the rights and obligations of the Provider and the Customer with respect to the Contract for the provision of the POS service. The T&C-POS are so-called Specific Terms and Conditions and together with the Terms and Conditions for the provision of Storyous Services are part of the Contract.

## 2. Contract regarding the POS service

- 2.1. The subject of the Contract is the Provider's obligation to grant the Customer the right to use the Storyous POS system for the agreed period of time, as well as to provide the Customer with the appropriate training and installation of the Storyous POS system for the agreed fee. The subject of the Contract is also the Customer's obligation to use the Storyous POS System in accordance with the Contract and to pay the Provider the agreed fee.
- 2.2. By agreeing to these T&Cs, the Customer confirms that he/she has read and agrees to these T&C-POS, as in force and effect at the time of giving consent under this clause.
- 2.3. The Contract is concluded for an indefinite period.
- 2.4. The arrangements in the Contract take precedence over the arrangements in the T&C-POS.

## 3. Rights and Obligations of the Parties

- 3.1. The Customer undertakes:
  - 3.1.1 use the Storyous POS System Services in accordance with the Provider's instructions and in accordance with the provisions of the Contract and with the assistance of properly trained personnel;
  - 3.1.2 perform periodic updates to the POS System offered by the Provider, where such updates may include corrections to any POS System errors or new features;
  - 3.1.3 use the equipment and hardware it has purchased or leased for the sole purpose of using the Storyous POS System Services and have it available at all times at said business during the term of the Contract;
  - 3.1.4 to provide the Provider with all the necessary assistance for the set-up (installation and training) of the POS system - otherwise the Provider is entitled to charge the Customer an additional fee for training and installation according to the Price List;
  - 3.1.5 keep all required data in the POS system truthfully, completely and correctly;
  - 3.1.6 to pay the Provider the agreed price properly and on time, in the manner and under the conditions set out herein;
  - 3.1.7 promptly inform the Provider in writing (e.g. by e-mail) or by telephone of all changes and other circumstances affecting the performance of the Customer's obligations under the Contract, including any system or equipment failures, etc.

- 3.1.8 ensure the confidentiality of all identification data and passwords necessary for the Customer's login and access to the POS Services, in particular not to disclose such identification data and passwords to any third party,
- 3.1.9 if it detects misuse of its identification data and passwords by any third party, immediately notify the Provider;
- 3.1.10 any change in your data or other data provided to the Provider in connection with the Contract or any amendment thereto or in the performance of any service provided by the Provider;
- 3.1.11 a change of contact person or a change or termination of the representative or any authorisation granted by the Customer and which may be exercised in dealing with the Provider; this obligation also applies to any authorisation to represent the Customer which has not yet been entered in a commercial or other public register or a similar foreign register.

#### **4. Liability for damages and compensation**

- 4.1. The Customer acknowledges that the Provider is in no way responsible for the accuracy of the data in the Storyous POS system entered by the Customer or third parties. In this context, the Provider only provides the Customer with a technical solution, an indicative tool for tracking sales, not as an accounting system recording the Customer's sales. In particular, the Provider is not responsible for any factual discrepancy between the orders actually placed and the orders recorded in the POS system, etc. and is not obliged to check these facts.
- 4.2. The Provider shall not be liable for damages caused by force majeure, such as natural disasters, natural events, accidents, failures of public telecommunications networks, war or terrorist events, nor for POS Service outages caused by interruptions in the supply of electrical power, server outages, etc. The Provider shall not be liable for damages caused by failures of the Storyous POS System, Storyous Portal or failures on the part of service providers or for damages caused by actions necessary to ensure the operation of the Provider's services (e.g. software updates, server configuration, etc.). The Provider shall notify in advance any planned outages of the Storyous POS System, the Storyous Portal, planned outages on the part of the service providers, if notified, as well as planned actions necessary to ensure the operation of the Provider's services. Both the Provider and the Customer shall make every effort to prevent damage and to minimize damage that has already occurred.
- 4.3. The Provider is not responsible for the services provided by other entities, their quality, quantity or any consequences, nor for the rights and obligations associated with these services, accessory, etc.
- 4.4. The Provider shall not be liable for the behaviour of individual users or their use of the POS system or the Storyous Portal, in particular for any use that is not in accordance with the Contract or the law, nor for any damage or injury caused thereby.
- 4.5. The Provider shall not be liable for any payments, transactions or transfers made by the Customer using the Storyous POS system or by means of which the Customer pays the price. These are the responsibility of the providers of these payment (transaction) services and portals. In particular, the Provider is not liable for any malfunctioning of the payment gateway caused by the payment service provider. However, in the event of malfunctioning of the payment gateway, the Provider undertakes to make all possible efforts to remedy the defects in performance on the part of the payment service provider.
- 4.6. In the case of using the payment terminal by the Customer in the form of a lease, the functionality of the payment terminal is ensured by third parties with whom the Customer has concluded an appropriate contract. The Provider shall not be liable for the services associated with the payment terminal, their quality, quantity, interruptions or any consequences, nor for the rights and obligations associated with these services, etc.

- 4.7. The provider is not responsible for the quality, availability and scope of services provided free of charge. The User does not have the right to withdraw from the Contract on account of the services provided in this way, but the right of termination is preserved.
- 4.8. The Customer is obliged to ensure suitable internet connection conditions for the functionality of the POS system. Due to the nature of the technical solution, the Provider shall not be liable for any shortcomings, defects and damages caused by the Internet connection.
- 4.9. In the event of damage caused to the Customer by the Provider's intentional conduct or gross negligence, the Provider shall be liable to the Customer for the entire damage caused. In all other cases, the Provider's liability and damages shall be limited to the monthly price of the POS System Service per claim.

## 5. Remembering the card

- 5.1. The Customer, as a payment card holder, by checking the payment card memorization option within the Storyous POS system (hereinafter referred to as "card memorization option"), grants his/her consent to the Provider and the payment service provider to reuse (pre-fill) the payment card data, which, as part of the consent, is entered by the cardholder through the payment system by transferring funds, to enter an order for the transfer of funds from the account to which the payment card is issued (using the payment card details,) to the Provider's account, in the amount of the Service Price for the Provider's recurring services for the duration of the Agreement and at the agreed frequency. The Customer is not obliged to tick the option of memorising the card. If the card memorisation option is not ticked by the Customer, reuse (pre-filling) of the payment card details entered by the cardholder in the context of the authorisation via the payment system by transferring funds shall not occur before the payment service provider to which the payment card is issued enters an order to transfer funds from the account.
- 5.2. The Customer's consent pursuant to Article 5.1 is valid at least for the duration of the Agreement or the duration of the payment card. The Customer is entitled to revoke (cancel) this consent at any time by unchecking the relevant option for remembering the payment card in the Storyous POS system.

## 6. Provisions relating to the Equipment

- 6.1. The Storyous POS system can be operated only on the devices and equipment specified by the Provider. **These devices and equipment (hereinafter referred to as "Equipment") may purchase or lease from the Provider under the separate agreement** (however, the agreement may be concluded by means of electronic communication, e.g. by e-mail). **The** Storyous POS system may be operated on other devices and other equipment in very exceptional situations, only with the prior express written consent of the Provider after prior verification of the hardware specifications of the equipment by the Provider. The Customer has no legal right to the Provider's consent to operate the Storyous POS System on devices and equipment other than those specified by the Provider, even if the hardware specifications may make the equipment appear suitable or sufficient for the operation of the Storyous POS System. In the event that the Storyous POS System is operated on equipment or devices other than those specified by the Provider with the Provider's prior written consent, the Provider shall not be liable for any problems that may arise on the equipment or devices, nor for any incorrect or substandard operation of the Storyous POS System on such equipment or devices.
- 6.2. In the event of concluding a purchase agreement in respect of the Equipment, the Provider undertakes to deliver the Equipment to the Customer for the use of the Storyous POS System Services and to transfer the ownership of the Equipment to the Customer and the Customer, as the purchaser, undertakes to accept the Equipment and to pay the purchase price ("**Equipment Price**") agreed between the parties. The purchase contract in respect of the purchased Equipment shall not terminate upon termination of the Contract.

- 6.3. The Customer undertakes to pay the price of the Equipment in the manner agreed with the Provider, i.e.:
- 6.3.1. *INTENTIONALLY LEFT BLANK*
- 6.3.2. By transfer - the Provider sends the Customer an advance (proforma) invoice. Upon receipt of payment of the Equipment Price, the Provider issues an invoice and sends the Equipment to the Customer via the postal service provider or other appropriate means (eg handover by a sales representative) at the Customer's chosen address and it is delivered to the Customer. Provider can require the signature of the handover protocol/delivery note. In the event that the advance (proforma) invoice is not paid within 14 days of creation, the Equipment Order is cancelled by the Provider and the Purchase Contract does not arise (and the Provider is entitled to withdraw from the Contract).
- 6.4. The cost of delivery of the Equipment is included in the Equipment Price. However, in the event that an order for Equipment is cancelled for reasons attributable to the Customer, the Provider shall be entitled to charge such costs to the Customer.
- 6.5. The Customer undertakes to file relevant complaints and claim defects in the Equipment with the Provider by e-mail at [podrska@saltpay.co](mailto:podrska@saltpay.co) or by telephone at the telephone number indicated on the website. In this context, the Provider provides the Customer with a 12-month warranty for defects in the Equipment provided, excluding the battery of the Equipment. The Provider provides the Customer with a 6-month warranty for defects in the battery of the Equipment.
- 6.6. The warranty does not cover damage that has occurred:
- 6.6.1 improper installation, handling, operation or neglect of the Equipment by the Customer or a third party;
  - 6.6.2 wear and tear caused by normal use of the Equipment or mechanical damage to the Equipment
  - 6.6.3 electrical surges (visibly burnt components or circuit boards) except for normal deviations;
  - 6.6.4 if the Equipment or any part thereof has been damaged by a computer virus;
  - 6.6.5 using illegal software or software for which the Customer is unable to prove its legal origin;
  - 6.6.6 using unauthorised consumables;
  - 6.6.7 excessive loading or use of the Equipment in conditions that do not correspond to the humidity, temperature, dustiness, chemical and mechanical influences of the environment in which the Equipment is normally used, or other use of the Equipment in violation of the conditions specified in the instructions;
  - 6.6.8 by unqualified intervention, change of parameters of the Equipment by the Customer or as a result of repair of the Equipment by the Customer;
  - 6.6.9 by the action of a higher power;
  - 6.6.10 in connection with the internet connection;
  - 6.6.11 or damage to which the Customer was notified when purchasing the Equipment.
- 6.7. If the Customer does not order the installation and training service together with the delivery of the Equipment, or is not present during the installation and training and does not ensure the presence of another responsible person, the Customer shall be deemed not to be properly familiar with the functionality of the delivered Equipment (including the Storyous POS Service).
- 6.8. After a defect (claim) of the Equipment is filed by the Customer and if the defect cannot be repaired by the Provider on the spot, the Provider shall provide the Customer with replacement equipment/hardware without undue delay for the duration of the claim procedure. The Provider shall send the replacement equipment/hardware to the Customer, as agreed, either a) by courier free of charge, where the delivery shall take place at the earliest on the next working day and at the latest on the second working day after the defect has been claimed or b) by express courier, for which the Customer shall be charged the price according to the Provider's valid Price List, depending on the distance to the place of pick-up of the equipment/hardware.
- 6.9. If the claim proves to be justified, the Provider will return the repaired Equipment to the Customer against the return of undamaged replacement equipment/hardware. If the claim proves to be unjustified (i.e. it is not a defect in the Equipment for which the Provider is responsible), the Provider will offer the Customer a quotation to repair/remedy the defect. If the Customer decides to take advantage of this offer, the out-of-warranty repair/removal of the defect will take place and

the procedure set out above in this clause will be followed. The Customer may also reject the quotation by failing to comment on it within 10 working days from the date of submission of the quotation for repair/removal of the defect. If the Customer decides to reject the quotation and therefore the out-of-warranty repair/removal of the defect is not carried out, the Customer undertakes to pay the Provider a one-off handling fee payable within 3 working days from the date of refusal to carry out the out-of-warranty repair of the defects in the Equipment. If the Customer does not take advantage of the Provider's offer for repair/removal of the defect, the Customer shall either (i) purchase the borrowed replacement equipment/hardware from the Provider at the price according to the current Price List and/or (ii) return the borrowed equipment to the Provider without delay.

- 6.10. In the case according to Article 6.9 (ii), the Customer undertakes to purchase without undue delay (or conclude a rental agreement), at its own expense and according to the Provider's instructions (regarding the type of equipment/hardware) replacement equipment/hardware according to the valid Price List. In the event that the above conditions are not fulfilled by the Customer even within the alternative period given by the Provider for this purpose, the Provider is entitled to withdraw from the Agreement.
- 6.11. The Customer acknowledges that Equipment older than 2 (two) years may not support newer versions of the Storyous POS Services, i.e. updates to the Storyous POS Services may not occur on such older Equipment and may not work. In such case, this is not a defect of the Equipment or a defect of the Storyous POS Services.

## **7. Mobile internet mediation**

- 7.1. When ordering the mobile internet service, the Provider shall provide the User with access to the internet within the tariff of the mobile internet provider, which is its business partner. The mobile internet service mediation is provided by the Provider exclusively to ensure the full functionality of the Storyous POS system.
- 7.2. Since the Provider is not a mobile internet provider, it is not responsible for the mobile internet service provided by the mobile internet provider, its quality, quantity, outages, or any consequences, nor for the rights and obligations associated with these services, etc.

## **8. Final provisions**

This OP-Cash System shall come into force and effect on **1.2.2022**