

Mag. Ulrike Huemer

Kendlerstraße 30

A-5020 Salzburg

+43 (0)662 254648-01

ulrike.huemer@TipAtClick.com

www.TipAtClick.com

General Terms and Conditions

1. Preamble:

The company Ulrike Huemer, Kendlerstraße 30, A-5020 Salzburg, Austria, operates a free Internet service under the URL www.tipatclick.com, which makes it possible to send tips to service providers without cash. Via this platform, natural persons and legal entities with unlimited legal capacity can provide such natural persons who provide services for guests with an accommodating, voluntary amount of money in recognition of services rendered ("tip"). This is done by means of individual user IDs and QR codes by scanning the code or entering the ID in the web app (app.tipatclick.com).

The portal www.tipatclick.com only acts as an intermediary. The tip payments themselves are not part of the internet service, they are processed via the external payment service provider Stripe Payments Europe, Ltd (hereinafter referred to as "Stripe") or optionally via the cryptocurrency Bitcoin. The amounts are chosen by the tipsters.

2. Definitions:

Donors: are all natural and legal persons of unlimited legal capacity who voluntarily thank such a natural person who provides services for guests with a sum of money for a service. Persons who wish to transfer a tip to another person via Tipatclick must register free of charge at app.tipatclick.com. First name, last name and email address are required.

Tippers (Takers): are natural and legal persons with unlimited legal capacity who receive a voluntary amount of money from a customer for their service. In order to be able to receive tips via Tip@Click, it is necessary to purchase a user ID including a QR code. The following data is required to generate the code: first name, last name, email address, city, branch.

Service: this includes all services provided by natural persons and legal entities with unlimited legal capacity for other natural persons and legal entities with unlimited legal capacity.

Tip: is a voluntary payment made by the guest or customer in addition to the invoice amount to reward a special quality of service. There is no legal entitlement to a tip. Tips are tax-free, no wage tax deduction is to be made.

3. Requirements for the acquisition and transmission of tip payments

In order to receive tips for your services via Tip@Click, you need to obtain an individual User ID including QR code or a Team Package or Company Package. There are the following possibilities to order the User IDs including QR Code:

- The application form for the individual ID
- In the online shop at www.tipatclick.com
- by email (bestellung@tipatclick.com)
- by telephone (+43(0)662 254648-01)

To receive and manage tips via the payment service provider Stripe, a free Stripe account linked to Tip@Click is required. To receive tips via Bitcoins, a Bitcoin Wallet is required.

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A prerequisite for the transmission of tips is the use of an end device connected to the internet. After scanning the QR code, the guest selects the amount he or she wants to transmit as a tip to the identifiable service provider and the means of payment itself.

4. The payment processing of tips

Customers can make payments of tips to a specific service provider directly via the Tip@click platform using a QR code or user ID. The guest's bank details are not passed on to the service provider.

Tip@click uses an external payment service provider to collect the payments. The actual payment service is therefore provided on the platform by Stripe Payments Europe, Ltd (hereinafter referred to as "Stripe"). The terms and conditions of Stripe (<https://stripe.com/payment-terms/legal>; <https://stripe.com/en-de/checkout/legal>) are therefore authoritative for payment processing.

On behalf of the service provider, Stripe will independently debit the means of payment selected for the transaction by the guest in the amount agreed with the contractor. Stripe processes personal data, in particular for the purposes of money laundering checks, as an independent data controller and does not act as a data processor for Tip@Click or the contractor in terms of data protection law. Stripe's privacy policy can be found at: <https://stripe.com/de/privacy#translation>.

Alternatively, Tip@Click also offers payment processing via the cryptocurrency Bitcoin. This variant is also independent of the platform and outsourced. The tip giver transfers the amount directly to the tip taker. Both require a Bitcoin wallet.

5. Granting of tips

Tip@Click only provides the transmission of the tip and does not owe the guest any other services. The object of the service is the tip as a pure courtesy to the service provider.

The guest is completely free to choose the amount of the tip and is solely responsible for the correct selection of the amount.

Tip@Click is not part of the legal relationship between the guest and the service provider, regardless of the legal assessment of this relationship. In particular, Tip@Click is neither a vicarious agent nor a vicarious agent for services provided by the service provider.

The guest grants the tip to the service provider as a courtesy, without any legal obligation. However, Tip@Click or the guest shall not be entitled to reclaim the gratuity.

Tip@Click charges an agreed portal fee of € 0.20 + 10% of the respective tip amount incl. statutory VAT per tip payment. This fee is paid by the tipper in the standard variant (ticked box). I.e. the selected tip amount increases by this fee and is deducted from the account together with the tip payment. The tipper can also tick the fee box. Then the portal fee is taken over by the tipper. I.e. the fee is automatically deducted from the tip amount and the recipient receives the amount reduced by the fee on their account. This fee already includes the transaction fee included by Stripe per transaction. In addition, Tip@Click uses it to cover the costs of operating and maintaining the technical infrastructure and ensures ongoing further development. Tip@Click reserves the right to pass on increases in Stripe's costs 1:1 to the tip payer or tip recipient (depending on the selection), in the sense that the portal fees are also increased in the same way. Any additional expenses incurred may also have an effect on the amount of the portal fees.

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Tip@Click does not charge any fees for payment processing via the cryptocurrency Bitcoin.

6. Rights of use

Company names, trademarks, logos, data, information, images, videos, search results and texts as well as other content (hereinafter collectively referred to as "content") of Tip@Click enjoy protection under the Copyright Act and/or other laws for the protection of intellectual property rights and are fundamentally reserved for Tip@Click.

However, Tip@Click grants users a simple, non-exclusive, spatially unrestricted, non-transferable right, which may be revoked at any time, to use content on the platform and the functions provided therein for the duration of the use of the platform.

7. Obligations of the users

When registering and submitting search requests, the user must provide truthful and complete information with regard to all required information and, if necessary, update this information immediately after any change.

The following activities are prohibited under these Terms of Use:

Violations of applicable legal provisions, in particular money laundering laws but also those for the protection of third-party rights, in particular third-party copyrights, personal rights, patent and trademark rights and other rights; violations of applicable criminal laws and youth protection regulations;

hacking attempts, i.e. attempts to overcome, circumvent or otherwise disable the security mechanisms, the use and/or distribution of viruses, worms, Trojans, brute force/DoS attacks;

copying, modifying or reproducing the content of other users or creating fake accounts using third party data;

Use of scripts, bots or other software that may influence or interfere with the system integrity and system functions of the platform;

Modification, deletion or blocking of content generated by Tip@Click.

8. Data privacy

Tip@Click processes personal data exclusively to the extent necessary for the performance of the contract on the use of the platform. This includes necessary transmission processes in connection with the use of the platform (i.e. in particular the processing of search requests and the communication between guest and contractor on the platform).

The user can obtain information on data processing by Tip@Click within the framework of the platform in TipatClick's data protection declaration: <https://tipatclick.com/en/privacy-policy/>

9. Liability

Tip@Click shall be liable in accordance with the statutory provisions only for intent and gross negligence on the part of Tip@Click, its legal representatives, executive employees or other vicarious agents.

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The same shall apply in the event of the assumption of guarantees or other strict liability as well as in the event of claims under the Product Liability Act or culpable injury to life, limb or health.

Tip@Click shall also be liable in principle for breaches of material contractual obligations caused by simple negligence on the part of Tip@Click, its representatives, managerial staff and ordinary vicarious agents, i.e. obligations on the fulfilment of which the user regularly relies and may rely for the proper performance of the contract on the use of the platform (so-called cardinal obligations), in this case, however, limited in amount to the foreseeable damage typically arising.

Insofar as Tip@Click's liability is excluded or limited, this shall also apply in favour of the personal liability of its legal representatives, executive employees and ordinary vicarious agents.

Furthermore, Tip@Click shall not be liable for any lost tip amounts that occur due to a temporary non-functioning of the UserID or the QR code due to technical problems or server failures on the part of the hosting partner.

10. Final provisions, applicable law and place of jurisdiction

Should one or more provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.

The court with subject-matter jurisdiction for Tip@Click's registered office is agreed as the place of jurisdiction for all legal disputes arising between Tip@Click and the user in connection with this contractual relationship. Notwithstanding the foregoing, Tip@Click shall be entitled to sue the customer at his general place of jurisdiction.

In the event of a conflict, consumers have the option of contacting the online dispute resolution platform. The "OS platform" is available via the link <http://ec.europa.eu/consumers/odr/>. Tip@Click is not obliged to participate in an out-of-court dispute resolution before a consumer arbitration board.

Insofar as in these GTC terms referring to natural persons are only stated in the masculine form, they refer to women and men in the same way. When applying the designation to specific natural persons, the respective gender-specific form shall be used.

This is an automatic translation of the German GTC. Only the German version of the GTC is legally binding.

Status: June 2022