

VIBO TIPS TERMS AND CONDITIONS

1. Definitions

- 1.1. The following definitions are used in these Terms and Conditions:
- 1.1.1. Account—a registered user profile on the Platform created by the Service Provider;
 - 1.1.2. Commissions - payment for services of payment institutions engaged in processing of tips payments deducted from the Payouts;
 - 1.1.3. Company, We - VIBO TIPS OU, Address: Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 7-557, 10117, registration number: 16917338;
 - 1.1.4. Inactivity Fee – a monthly charge applied to the Account inactive for more than six (6) months;
 - 1.1.5. Fees – the Platform usage charges deducted by the Company from the collected tips;
 - 1.1.6. Payout – transfer of the tips collected through the Platform, less applicable Fees and Commissions, to the Service Provider;
 - 1.1.7. Platform / Vibotips Platform - a website with the following URL: <https://vibo.tips/> and associated mobile/web applications, systems, and infrastructure, which are a tool for tips collecting by the Service provider;
 - 1.1.8. Service provider, You - an individual providing the services to his/her customers or clients, practicing an occupation from the list as per clause 12.1.1 below, who uses the Platform to collect voluntary tips;
 - 1.1.9. Terms - these Terms and Conditions;
 - 1.1.10. Tips - a voluntary monetary gratuity given to the Service Provider by a customer or a client in addition to the price of goods and/or services.
 - 1.1.11. Vibotips Services or Services – the services by the Company to facilitate digital collection of tips from customers to the Service Provider and their subsequent Payouts to the Service Provider.

2. Introduction.

- 2.1. The Terms together with the Privacy Policy, the Data Processing Agreement and the Cookies Policy, shall be a legally binding agreement between You and Us regarding your use of our Platform and the Services.
- 2.2. Please, read these Terms thoroughly and attentively before starting using Vibotips Services and Vibotips Platform. **By using Vibotips Platform You confirm that You are familiar with these Terms, You agree to them and You accept them. If you do not agree with these Terms, do not use the Vibotips Services.**
- 2.3. The Platform is used to accept Tips from Your clients or customers and transfer them to You in accordance with these Terms.
- 2.4. By using the Platform You authorise the Company to be Your non-exclusive agent worldwide for the purpose of tips collection.
- 2.5. Please, be informed that You are not a consumer, when using our Vibotips Services, and thus You are not subject to regulations regarding consumer rights and protection.
- 2.6. You confirm that you are of age or have an authorization from your guardians or trustees, that you practice one of the occupations listed in clause 12.1 below.

3. Account Registration

- 3.1. There are two ways to register Your Account:
 - 3.1.1. by providing Your email as a login and creating a password for accessing Your account.

You have to provide us with a scanned copy of a valid ID (passport, national ID or residence permit). Such a scan shall contain your full name, date of birth, ID number, date of issue, expiration date, country of issuance.

You shall also provide your e-mail address as well as a phone number.

- 3.1.2. by using an external authorization with Your account and login credentials from Facebook or Google.
- 3.2. You shall be guided through the following verification process performed by automated identity verification system:
 - 3.2.1. Taking a picture of the photo side of ID card;
 - 3.2.2. Turning ID card around and taking a photo of other side;
 - 3.2.3. Taking a selfie;
- 3.3. If enabled, audio and video of the verification process may be recorded.
- 3.4. Please, be advised that access to Your account shall be secured by 2-factor authentication using Your registered email and phone number if You selected this option in your Account profile.
- 3.5. When accessing the Account by means of an external authorization some of the above mentioned data may be obtained by Us from a related external platform (like Facebook or Google), and You expressly agree to it by using the Platform.
- 3.6. You are responsible for maintaining accurate and updated information about Your Account.
- 3.7. The Company reserves the right to suspend or terminate Your Account at its discretion for violations of these Terms, inactivity, or regulatory concerns.

4. Security of Your Account.

- 4.1. You are ultimately and exclusively responsible for ensuring that the aforesaid data used for registering Your account is true, correct, complete and up to date.
- 4.2. When registering Your Account with Your email and password You will have to make a password for logging into Your Account. Please, be advised, that Your password should fulfil at least the following requirements:
 - 4.2.1. Minimum 8 Latin characters;
 - 4.2.2. At least one uppercase letter;
 - 4.2.3. At least one number.
- 4.3. It is Your responsibility to keep the credentials of Your Account safe, secure and inaccessible to third parties. You are not allowed to disclose the said credentials to anyone. Should You disclose the said information, You will be held responsible and liable for any related negative consequences. In no case shall the Company be liable for any damages You suffer due to improper safeguarding of Your credentials of Your Account and their leak to any wrongdoers.
- 4.4. Should You ever become aware of an unauthorised access to Your Account, You have to contact Us immediately via e-mailing our support team on support@vibo.tips.
- 4.5. Please, be advised that any actions undertaken in Your Account before we receive Your due notification that Your Account credentials are compromised, shall be considered Your actions performed by You in Your Account.
- 4.6. In case the Company becomes aware that Your Account credentials are compromised, We are entitled to restrict access to Your Account and We shall do our best to get in touch with You as soon as possible regarding the issue.

5. Suspension or termination of Your Account.

- 5.1. We are entitled to suspend or terminate Your Account immediately and at our discretion if:

- 5.1.1. You do not comply with requirements of these Terms;
- 5.1.2. If You do not provide, enter or upload all required information and/documents;
- 5.1.3. You violate applicable laws and regulations;
- 5.1.4. You do not use the Platform for more than 6 months;
- 5.1.5. There is any other reason that makes provision of our services to You via the Platform no longer possible or viable.
- 5.1.6. We reasonably suspect or have evidence that You breach anti-money laundering and/or terrorist financing provisions of the laws of Your country and of the country of Our residence/incorporation.
- 5.2. All the amounts due to You before suspension or termination of Your Account shall be settled to You unless We are either forbidden to do so by applicable laws and regulations or We are entitled to set off any amounts due from You to Us.
- 5.3. We shall make our best to inform You duly and timely of suspension or termination of Your Account unless We are forbidden to do so by applicable laws and regulations or if it is impossible due to the circumstances which we are not able to control or influence.
- 5.4. In any case, You agree that the Company shall not be liable to You or any third party for a suspension or termination of Your Account.
- 5.5. You are entitled to request termination of Your Account at any time as follows:
 - 5.5.1. Click Your name and avatar in the upper right corner and select “Profile”
 - 5.5.2. Follow all the way down/ click “Close account” and follow the instructions.
- 5.6. Despite termination of Your Account any related information, data and documents may be kept by Us due to requirements imposed by applicable laws and regulations, for example, the rules related to combating money laundering and terrorism financing, or accounting rules and regulations.

6. Inactive Account.

- 6.1. If Your Account remains inactive for more than 6 (six) months, such an account shall be subject to Inactivity Fee. The said Inactivity Fee is 15 EUR (fifteen Euros) per month and will be deducted from the amounts remaining on such an inactive Account of Yours. As soon as the balance of such an Account after application of Inactivity Fee equals to zero or becomes negative, We shall close the said Account and notify You on the subject via Your provided email address.
- 6.2. We may terminate Your Account as per clause 5.1 above with a subsequent notification to Your provided email address.

Tips Collection and Payment

7. Generating a Vibo Card.

- 7.1. To enable collection of Tips You shall generate a Vibo Card via the Account.

8. Paying Tips.

- 8.1. To pay Tips a customer of the Service provider shall scan a QR code on the Vibo Card, provided by the Service provider. After scanning of the said QR code the payer shall be directed to a window showing an avatar of the Service provider or a logo, name, occupancy, where a customer shall be requested to enter the amount of the Tips.
- 8.2. Payments made by customers via card are processed by our licensed payment acquirer, Payswix UAB, an Electronic Money Institution authorized and regulated by the Bank of Lithuania.

- 8.3. Please, be advised, that connection between the payer and the payment acquirer is strictly secured and is not accessible by the Company or any third party. After entering the requested information and confirmation from the payer, a corresponding amount shall be debited from the payer's card and transferred to an account of the Company.

9. Refunds.

- 9.1. Due to the nature of Tips, they are generally non-refundable. The only circumstance under which a refund request may be considered is if an unauthorised Tips payment was made by someone who is not the legitimate owner of the paid amount or the payment instrument used. In such cases, the legitimate owner may request a refund for the unauthorized payment.
- 9.2. After a thorough investigation, if the refund is granted to the requesting party, Your account will be debited by the refunded amount, which can be larger than the actual amount of Tips received by You. It so happens because the applicable Commissions and our Fees are deducted from the amount paid by Your client or customer before the remaining amount is transferred to You as a Payout.
- 9.3. Please note that such a refund request may only be made within eight (8) weeks since the date of an unauthorised transfer.

10. Fees and Commissions.

- 10.1. All paid Tips shall be subject to our Fee in the amount of 5% of the paid tips. In addition, there will be a withdrawal Fee when a Payout is to be transferred as per clause 11.1 below, but for sub-clause 11.1.3 where the withdrawal is made with no withdrawal Fee. We may modify the Fees from time to time with at least a 30 days' notice. The said Fees shall be deducted from the amounts of Tips accepted by the Company for the benefit of Service Provider before transferring a related Payout to the Service Provider.
- 10.2. The Commissions will be deducted from the Tips amount paid by a payer.

11. Payouts.

- 11.1. The Payouts will be transferred to the Vibo Tips Account of the Service Provider. The Payouts may be withdrawn from the Account by the Service provider in one of the following ways:
- 11.1.1. By transferring to a bank account given by the Service provider;
- 11.1.2. By transferring to a payment card given by the Service provider;
- 11.1.3. By transferring to an [Amazing Money Wallet](#) if You have one.
- 11.2. The Payout shall be transferred weekly within 3 business days since the end of a corresponding calendar week when the Tips were collected.
- 11.3. The Service provider warrants that:
- 11.3.1. the bank account or payment card as per clause 11.1 are registered in the name of the Service provider;
- 11.3.2. The Service provider is the only person having access to the said bank account or payment card, and
- 11.3.3. the said bank account or payment card shall not be used for any illegal purposes.

12. Use Restriction

- 12.1. The Service provider is not permitted and must not use Vibotips Platform for any purposes other than collecting Tips for catering to customers, clients and providing customer care services in one of the approved professions:

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| <p>Food and Beverage Industry</p> <ul style="list-style-type: none"> ● Waitstaff (Servers and Waiters) ● Bartenders ● Baristas ● Sommelier (Wine Stewards) ● Busboys/Busgirls | <p>Hospitality Industry</p> <ul style="list-style-type: none"> ● Hotel Housekeeping Staff ● Concierge ● Bellhops/Bellboys ● Valet Parking Attendants ● Doormen |
| <p>Personal Care and Wellness</p> <ul style="list-style-type: none"> ● Hairdressers/Hairstylists ● Barbers ● Manicurists/Pedicurists ● Massage Therapists ● Estheticians (Facials and Skincare Specialists) ● Spa Attendants | <p>Transportation Services</p> <ul style="list-style-type: none"> ● Taxi Drivers ● Rideshare Drivers (e.g., Bolt, Uber) ● Limo Drivers ● Airport Shuttle Drivers ● Rickshaws |
| <p>Home Services</p> <ul style="list-style-type: none"> ● Movers ● Furniture Delivery Personnel ● Home Cleaning Services ● Dog Groomers ● Handymen | <p>Recreational Services</p> <ul style="list-style-type: none"> ● Tour Guides ● Golf Caddies ● Ski Instructors ● Fishing Guides ● Hunting Guides |
| <p>Entertainment Industry</p> <ul style="list-style-type: none"> ● Musicians (in live settings) ● DJs (in live settings) ● Street Performers (Buskers) ● Casino Dealers ● Photographers (event-based) | <p>Miscellaneous Services</p> <ul style="list-style-type: none"> ● Tattoo Artists ● Piercers ● Coat Check Attendants ● Restroom Attendants ● Delivery Personnel (e.g., food delivery) |

- 12.2. The Service Provider is not allowed to use the Vibotips Platform for:
- 12.2.1. Integrating functions of Vibotips Platform into any website without Our authorization;
 - 12.2.2. Violating any applicable laws and regulations, including AML/CTF and Sanctions regulations;
 - 12.2.3. Accessing and copying Vibotips Platform and its source code and interference with functioning of Vibotips Platform; reverse engineering the Platform;
 - 12.2.4. Receiving any illegal payments;
 - 12.2.5. Receiving payments other than Tips;
 - 12.2.6. Receiving payments for illegal goods or services, including but not limited to: illegal drugs or substances, any goods or services prohibited in an applicable jurisdiction, pornographic, adult, or erotic content, weapons and munitions, discriminatory, racist, or violent content, illegal gambling, betting and any other related services.
- 12.3. The Service Provider agrees that any payment made in relation to the Vibo Tips Services may be subject to an investigation or control measures for combating money laundering, terrorism financing, proliferation, fraud or any other illegal activity. Such control measures may include, but are not limited to, the “freezing” of related amounts until the situation or any related circumstances are clarified. The Service Provider shall not raise any claims in this regard.

13. Intellectual property rights.

- 13.1. The Company owns the Vibotips Platform and all related software, content, and trademarks. The Company rights in this regard are protected by applicable intellectual property laws and regulations.
- 13.2. When You use the Vibotips Platform, You do so under a non-exclusive, revocable license for the territory of Your country granted to You by the Company for duration of your use of the Vibo Tips. This license does not confer any ownership rights in the Platform, its software, content, or trademarks.

14. Privacy.

- 14.1. When providing You with the Vibotips Platform services we respect your privacy. In this regard We made all necessary arrangements, took all technical and organisational measures and developed necessary documentation. Please, follow our Privacy Policy and our Cookies Policy.

15. No implied warranties.

- 15.1. The Vibotips Services are provided to the Service providers “as is”, “as available” and “with all faults”. The Company does not grant any warranty in this regard. The Company hereunder disclaims all and any warranties and representations regarding the Platform and its content, suitability, merchantability or fitness for needs and purposes of the Service provider, as well as disclaims any and all warranties, that the Platform and all related elements shall operate without any interruptions and errors of any kind.

16. Damages.

- 16.1. The Company shall not be liable, to the extent permitted by applicable law, for any damages, including indirect, incidental, consequential, special, exemplary or punitive damages, loss of revenue or profit, even if the Company was advised of possibility of such damages, which result from use of Vibotips Platform by the Service providers.

17. Exemption from liability.

- 17.1. The Service providers are solely responsible for their services provided to the clients and customers and for all and any their acts, errors and omissions in this regard.
- 17.2. In no event shall the Company be liable for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, even if the Company has been advised of the possibility of such damages, or if the Company’s remedy otherwise fails of its essential purpose. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

18. Limitation of liability. Disclaimers. Indemnifications.

- 18.1. In no case shall a total aggregate liability of the Company to You exceed 500 EUR unless otherwise required by the applicable law.
- 18.2. The Vibotips Platform may provide You with access to and/or integration with third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, products or services. The Company does not have or maintain any control over them and is not and cannot be responsible for their content, operation or use. By linking or otherwise providing access to them, the Company does not give any representation or warranty, express or implied, with

respect to the legality, accuracy, quality or authenticity of content, information or services provided by them.

- 18.3. If any payments under the Vibotips Services are processed by third-party payment service providers, the Company is not liable for any damages, expenses and losses due to acts or inaction of such third parties.

19. Availability of the Services and updates.

- 19.1. The Company makes no warranties, express or implied, regarding availability of Vibotips Platform or Services. We are entitled to suspend, interrupt or discontinue Vibotips Platform at any time. If so, we shall do our best to inform You on that.
- 19.2. Should We discontinue Vibotips Platform, we shall make all Payouts as promptly as is practically possible to the payment credentials provided by you in writing.
- 19.3. The Company shall from time to time update the Vibotips Platform. Although we shall do our best to make related interruptions in functioning of Vibotips Platform as short as possible, the Company shall not be responsible for the mentioned interruptions despite their duration. We shall also do our best to warn or notify You on such updates and/or related interruptions beforehand, but We cannot guarantee You, that We shall be able to provide such a preliminary notice or a warning.

20. Applicable law. Review of Complaints.

- 20.1. These Terms are regulated by the law of the Republic of Estonia.
- 20.2. If you have any enquiries or complaints about the Vibotips Services or the use of the Vibotips Platform, submit a written claim or an enquiry regarding the Platform and the Services via the following communication channels:
 - 20.2.1. By e-mail: support@vibo.tips
 - 20.2.2. By registered mail to the address: VIBO TIPS OU, Address: Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 7-557, 10117;
- 20.3. We shall answer your claim in writing within 30 days since the date of its receipt. The answer will be sent to your e-mail provided at the time of registration of the Account or amended by You thereafter.
- 20.4. The Parties shall strive to settle their disputes by means of negotiations which shall last for at least 30 days since receipt of a written legal notice thereof. For the purpose of this clause, submitting a claim as per clause 21.2 shall be considered proper serving of the legal notice.
- 20.5. If the dispute is not resolved by means of negotiations, any dispute, controversy or claim arising out of or in connection with this contract shall be finally settled by the Arbitration Court of the Estonian Chamber of Commerce and Industry in accordance with its rules. The arbitral tribunal shall consist of a sole arbitration. The language of the arbitration shall be English. The seat of the arbitration shall be Tallinn, Estonia.

21. Entire agreement.

- 21.1. These Terms together with the documents listed in clause 2.1 constitute an entire agreement between You and the Company regarding the subject matter of these Terms. They supersede all previous communications, proposals and agreements on this regard between You and the Company, both oral and written.

22. Communication and notices.

- 22.1. Any notice regarding Vibotips Services and the Vibotips Platform shall be served and delivered to You either via the email address provided by You during registration of Your Account or through your Account at the Vibotips Platform, upon our discretion.

23. Amendments.

- 23.1. Should we amend these Terms and conditions of provision of Vibotips Platform Services, it is your sole responsibility to get yourself acquainted with any amendments hereto. We may send you the written notice thereof, however, we do not have to do it. We recommend that you re-read the Terms at least once per month. The amendments come into force on the date following the date of their publishing on our website and in our mobile application. If you continue to use the Vibotips Platform on the effective date of the amendments, you are deemed to have agreed to the amendments.