

# Terms and Conditions for providing the JETCARDS service

## PREAMBLE

The company **JETCLOUDSOLUTIONS OÜ**, Harju maakond, Kuusalu vald, Puidisoo küla, Männimäe/1, 74626, Estonia (hereinafter referred to as "**Jet Cloud Solutions**") operates digital wallets (Apple Wallet, Google Wallet (Google Pay), Pass2U) and other digital wallets and services on the Internet under the URL [www.jetcs.co](http://www.jetcs.co), which customers can use to configure digital wallet passes (digital loyalty cards, tickets, coupons, vouchers, membership cards, insurance policies) for smartphones and then make them available to their (end) customers. The customer is enabled to use the software stored and running on the servers of Jet Cloud Solutions or a service provider commissioned by Jet Cloud Solutions via an Internet connection during the term of this contract for his own purposes and to store and process his data with the help of the software.

## 1. GENERAL

1. These are the Terms and Conditions for providing the JETCARDS service ("**Service**"), which govern the contractual relationship between you and **Jet Cloud Solutions** with whom you concluded the Contract ("**Contract**").
2. The Contract between us is established by
  1. registration on the website [www.jetcs.co/registration](http://www.jetcs.co/registration);
  2. selecting a service in the on-line self care at [jetcs.co/jetcards/pricing](http://jetcs.co/jetcards/pricing); or
  3. your acceptance of our offer we sent to you or by our acceptance of your order, which refer to these Conditions; or
  4. concluding a contract referring to these Conditions.
3. These Conditions are available on our website [jetcs.co/jetcards/terms](http://jetcs.co/jetcards/terms) and are effective from 08 September 2022.
4. These Conditions also contain our current pricelist that is always available at [jetcs.co/jetcards/pricing](http://jetcs.co/jetcards/pricing) and the current specification of services, available at [jetcs.co/jetcards](http://jetcs.co/jetcards).
5. In order to be able to use the offering of Jet Cloud Solutions under [www.jetcs.co](http://www.jetcs.co) to the full extent, the possession of a so-called Apple developer account (<https://developer.apple.com>) is a prerequisite. This is required to create Pass Type ID and the corresponding certificate(s).

## 2. JETCARDS SERVICE

1. For the duration of the contract, we undertake to enable you to use the JETCARDS digital service, at the extent and under the conditions agreed in the Contract or, if they are not agreed, set out here.
2. We undertake to maintain reasonable physical and technical security measures to ensure security, confidentiality and integrity of your data; despite that we cannot hold liability for any loss or damage to such data and we rely on the fact that your data are primarily saved and backed up

on your side. For more on our liability see the article at [jetcs.co/jetcards/privacy](https://jetcs.co/jetcards/privacy).

3. Every JETCARDS account user authorised by you (“**User**”) will receive their own login names to the service. The login / password of the User must not be shared with any other natural person. You are responsible for maintaining confidentiality and the use of login names and passwords.
4. You are responsible for
  1. all activities carried out under your login name and for activities carried out by any User, and for ensuring that you and all Users comply with the Contract; and
  2. precision, quality and legal soundness of your data and their use.
5. You undertake to
  1. use the Service only in compliance with the Contract and applicable legislation and in accordance with the rights of third persons;
  2. act in accordance with trade and other conditions of the applications of third persons through whom you use or access our services or transmit your data to our service or from it, or the applications of third persons, from which you transfer or connect additional data to the customer data;
  3. not to provide the Service (or any of its components) to a third person or otherwise enable its use by a third person;
  4. not to enable outsourcing of the Service (or any of its components);
  5. not to use the Service for storing or transferring a malicious code;
  6. not to interfere with the integrity or the method of providing the Service and with the data of third persons;
  7. not to seek to obtain an unauthorised access to the Service or the systems and networks related to it;
  8. not to enable circumvention or breach of any security facility or measure related to the Service;
  9. not to imitate the Service or its part, element, function or user interface; and
  10. not to carry out reverse engineering of the Service.
6. We reserve the right to remove your account or any of its parts in relation to which you breach the contract, or if, as a result of your use of the Service (including any cards in the wallet on your account), the companies Apple or Google (or other similar third person) become entitled to withdraw the certificates they provided to you for the applications Apple Wallet or Google Wallet (Google Pay).
7. If you install or permit an application of a third person to be used in connection with the Service or your data, you thereby authorise us to enable the provider of such application to access your data at the extent necessary for interoperability of the application of the third person with the Service. We are not responsible for any use, transfer, disclosure, modification or destruction of your data as a result of the access of applications of third persons.
8. The Service may contain elements designed for the needs of interoperability with applications of third persons. In order to use such elements, it may be necessary to obtain access to applications of third persons from their providers and it is possible that you will have to enable us to access your accounts in the applications of third persons. If the

provider of an application of a third party stops enabling the interconnection of the relevant elements of the Service with the application of a third party under adequate conditions, we have a right to end or suspend the provision of such elements of the Service without you becoming entitled to recovery of the remuneration or to other compensation.

### 3. ADDITIONAL SERVICES

1. If it is agreed in the Contract that we will provide to you the customization services, configuration services, technical assistance services or other additional Services (“**Additional Services**”), we will provide those services duly, in time and with due commercial care.
2. Additional Services are purchased for a period defined in the relevant Contract. If that period is not explicitly agreed, it is 12 months from the date set out in the relevant Order Form or in the time sheet while any unused hours lapse at that moment.
3. Unless it is explicitly agreed otherwise, we reserve all rights to the outputs of the Additional Services, in their case it is not the creation of made-to-order intellectual property. You may use the outputs in the same extent and under conditions that apply to the use of the other parts of the services of our company, for more see Article 5 below.
4. The descriptions of some standard Additional Services, such as technical assistance services, are available at [jetcs.co/jetcards/pricing](https://jetcs.co/jetcards/pricing).

### 4. PRICE AND CONDITIONS OF PAYMENT

1. Unless it is agreed otherwise, the price of Services is set based on our current pricelist that is always available at [jetcs.co/jetcards/pricing](https://jetcs.co/jetcards/pricing).
2. Standard support services at the extent of access to the Q&A knowledge database and communication with the chatbot are free of charge.
3. The price of Premium support services is provided in the pricelist and is billed monthly.
4. If the extent of the use of Services is decisive for billing the price for the Services, the price will be set based on the amount of used Services, which is registered by us. But if you believe that we register an incorrect extent of the use of Services, we will gladly examine your complaint and, if it is justified, we will adjust the relevant billing. An overview of the extent of using the services can also be obtained in the statistics at the administration interface of JETCARDS.
5. By providing us with data on your payment card you authorise us to use that payment card for billing and for payment of all our remuneration for Services and fees for Additional Services pursuant to the Contract, and that also for the upcoming periods, until you remove that authorisation. Unless stipulated otherwise in the Contract, the remunerations are payable at full within 14 days of the date of the invoice.
6. You are obligated to provide us with full and precise invoicing and contact details and also to inform us of any changes in such details. Remunerations are payable in the currency agreed in the Contract.
7. Your failure to fulfil your obligation to pay in time any amount payable based on the Contract and higher than twice your average order is considered a substantial breach of the Contract. If you breach the duty to pay any amount payable based on the Contract, we have the right, among other things, to

suspend the provision of Services and Additional Services until all past-due amounts are fully paid. A substantial breach of the Contract is also the failure to pay any overdue amount within 30 days.

8. All prices are set out excluding VAT or other relevant taxes and fees, which must be paid in addition to the prices at the amount required by the applicable legislation.

## **5. OWNERSHIP RIGHTS AND LICENCES**

1. All rights to the intellectual property rights, to domain names, and all rights derived from them and all similar forms of protection anywhere in the world in relation to the Service, to all its changes, extensions or individual modifications, belong to us, or to persons who provided a licence to us.
2. To the extent, at which we grant you access, as part of providing the Services, to an item of the intellectual property right, such as software, the texts or graphic design contained therein, or a database or its part, we grant you an authorisation to use such work or database. The licence is not exclusive, is without territorial limitation, time-constrained for the period of providing the Services, limited in terms of the purpose necessary for using the Services in line with their original purpose, and limited in terms of the amount in accordance with the Contract.
3. Unless agreed otherwise or if it does not arise from the purpose of the given work, you do not have the right to change or retrospectively analyse the JETCARDS product or outputs of the Services beyond the framework permitted by legislation (to carry out reverse engineering).

## **6. CONFIDENTIALITY OF INFORMATION**

1. The provisions of the Contract as well as information about us and you, obtained during negotiation and the term of the Contract, are confidential and neither you nor we may communicate them or enable access to them for any third party without a prior written consent of the other party. This limitation does not apply to disclosure of information:
  1. required by legislation or a decision issued by a relevant authority;  
or
  2. to professional advisors if they are bound by obligation of secrecy at least in the same extent as contained herein
2. The protection of confidentiality and business secret covers also all other information on facts of business, production and technical nature concerning the Services. You can use such information for its original purpose, mainly for the purpose of using the Services. But you must not use it in any way for your own development or production of the same or similar computer solution or for registration of competing intellectual property rights.

## **7. LIABILITY FOR DEFECTS AND DAMAGES**

1. UNLESS PROVIDED OTHERWISE, NONE OF THE PARTIES PROVIDES ANY ASSURANCES AND GUARANTEES OF ANY KIND, INCLUDING ANY ASSURANCES AND GUARANTEES CONCERNING THE SALEABILITY, SUITABILITY FOR A CERTAIN PURPOSE AND NON-VIOLATION OF RIGHTS OF THIRD PERSONS IN THE MAXIMUM POSSIBLE EXTENT PERMITTED BY LEGISLATION. BOTH PARTIES EXCLUDE ALL LIABILITY AND OBLIGATION TO PAY COMPENSATION FOR ANY DAMAGE OR

## HARM CAUSED BY THE SERVICES OR APPLICATIONS OF THIRD PERSONS.

2. We are responsible for the fact that the Service will be provided in substantial respects in accordance with its current documentation and these Conditions.
3. We are not liable for defects of the Services or any harm if incurred as a result of
  1. an act or omission on your or any User's part,
  2. applications of a third party,
  3. any modifications to the Service, which were not carried out by us, or
  4. your failure to carry out timely modifications or updates provided by us.
4. None of the parties is also liable for non-performance or delay due to causes that are beyond its powers and that could not be prevented or could not be remedied by taking reasonable care, especially in the case of force majeure events.
5. Unless explicitly stated otherwise, we will do all we can be reasonably required to do to make the JETCARDS service available in every calendar year for at least 99% of the time.
6. Liability of the Provider for damage caused to the Customer is limited, in every individual case, to the real damage, i.e. it does not include profit lost. To the extent permitted by law, the parties further agree on an overall limitation of the obligation of the Provider to pay compensation for damage incurred by the Customer as a result of a breach of duties of the Provider, arising from the Contract, to the maximum total amount of damage equal to the remuneration paid by the Customer to the Provider according to the Contract for 3 months directly preceding the harmful event.

## **8. DURATION AND TERMINATION OF PROVIDING THE SERVICES**

1. The duration of every subscription or interim contract is defined in the Contract. Unless the Contract states otherwise and unless any of the contracting parties notifies the other party of non-extension at least 10 days before the end of the relevant period, the Contract is automatically extended for another period lasting one (1) year (unless the Contract states a different duration). The relevant fee for every automatic extension will be determined on the basis of the JETCARDS pricelist current at that time for the renewed Service.
2. A party is entitled to terminate this Contract by a written notice with the notice period lasting one (1) month from the delivery of the notice, if the other party has substantially breached the Contract and has not corrected that error even within a reasonable period set by the damaged party in a notice sent to the breaching party.
3. If you terminate this Contract according to Article 8.2, we will return to you the part of the paid price relating to the remaining period according to the Contract after the day of terminating the Contract. Your withdrawal from the Contract does not release you from your obligations to pay all prices for Services provided.

## 9. GENERAL PROVISIONS

1. We reserve the right to amend at any time any provision of these Conditions. We will notify you of such change in time, at least in the form of publishing the information of such change on our website [www.jetcs.co](http://www.jetcs.co) and, if you disagree with the change, we will enable you to terminate our cooperation.
2. You grant us consent with the use of your name and logo for communicating the fact that you are our customer for promotional and marketing purposes.
3. All disputes, claims or any disagreements arising from the Contract or in connection with it, that will be disputed by the parties (including issues relating to its validity, effect and interpretation), will be submitted for a decision to the relevant court in Estonia, the court having territorial jurisdiction will be the court of first instance with respect to our registered office.