

TERMS OF USE

FOR WAITERS

THESE TERMS OF USE GOVERN THE GENERAL RULES FOR YOUR USE OF THE SOFTWARE.

You must read and fully accept these Terms of Use before using the Service. Your failure to agree to these Terms of Use will result in the impossibility of using the service.

1. BASIC CONCEPTS

Words and phrases used in these Terms of Use have the following meanings:

NOCASH or We means "NOCASH GROUP" Limited Liability Company (TIN: 2007688041) established and registered in accordance with the legislation of the Republic of Azerbaijan.

SOFTWARE means the platform developed and owned by Nocash that enables Waiters to receive feedback and tips from tip payers.

WAITER or You means a person who opened a waiter account in the Software and registered, entered his/her own data, including his/her name, surname, patronymic and bank account number in the appropriate fields in the Software, and received feedback and tips from tip payers through the Software.

PAYMENT SYSTEM means Nocash partner - "PAYSIS" LLC, which directly receives the personal data entered by the Waiter in accordance with the rules published on its official page, and where the tip payment is made directly, in the cases provided for in these Terms of Use.

2. REGISTRATION AND CREATION OF WAITER'S ACCOUNT

Please read these Terms of Use carefully before registering as a Waiter in the Software. You understand that as soon as you click the "I agree" button in relation to these Terms of Use, you will accept these Terms of Use and that these Terms of Use are considered a legally binding contract for You under the legislation of the Republic of Azerbaijan.

For the avoidance of any doubt, your opening a waiter's account on the Software is a legal confirmation of your acceptance of these Terms of Use in each case.

Please note that failure to click the appropriate box as a sign of agreement to these Terms of Use indicates that You do not accept these Terms of Use, and in this case, you will not be able to complete the registration for opening a waiter's account.

You are solely responsible for the accuracy and completeness of the information you provide while registering. If there are changes to your information, you can update the information in your waiter account.

3. DATA PROCESSING

Nocash processes, protects and discloses Waiter's information to third parties in accordance with the current Privacy Policy.

Waiter understands that the Privacy Policy may be unilaterally changed by Nocash from time to time. Data is always processed, protected and disclosed to third parties in accordance with the current Privacy Policy.

Data is used for the implementation of these Terms of Use, for marketing, measuring and improving the quality of the services provided, etc. purposes. In all cases, the purposes of data processing are specified in the Privacy Policy.

4. USE OF THE SOFTWARE

The software creates an informational and technological interaction between the tip payer and the Waiter as well as provides a technical possibility for the tip to be transferred from the tip payer to the Waiter in cashless form, as well as for the tip payer's feedback on the Waiter's work.

By accepting these Terms of Use, you declare that you will not engage in any misuse of the Software and that you will not use the Software for any purpose other than as provided in these Terms of Use.

5. LICENSE TO USE THE SOFTWARE

All ownership and intellectual property rights of the Software belong to Nocash. Notwithstanding all these, all source code and object codes of the Software are copyrighted by Nocash.

With these Terms of Use, Nocash licenses the software to the Waiter, i.e. grants him/her the rights to use the platform. Nocash reserves all proprietary rights related to the software.

The license is non-exclusive.

Waiter may not copy, distribute or reproduce the software. Waiter may not transfer, sublicense, sell, donate or otherwise alienate the software license to third parties.

Waiter cannot extract licenses from the source code of the software.

Waiter may not do reverse-engineering of the Software in a manner that violates these Terms of Use.

Doing or attempting to do any of the above is a violation of Nocash's rights. If you commit any violation, Nocash may cancel the license granted to you and demand compensation for damages.

6. TIP PAYMENT AND SERVICE FEE

Tip funds paid via the software are collected in the Waiter's e-wallet. The waiter can transfer funds (tips) collected in his e-wallet to his personal bank card. Thus, the waiter must provide the Software with up-to-date information about his bank account.

The software is just a tool for tip payment. The implementation of the relevant payment transaction by the tip payer is carried out directly through the payment system with which Nocash cooperates. The service fee for tip payment is charged to the Waiter if it is not paid by the tip payer.

Currently, the service fee is 8%. We can change the amount of the service fee unilaterally without prior approval. The service fee is charged regardless of whether the tip payer pays the service fee or not.

Nocash shall notify the Waiter through the Software when charging a service fee in accordance with these Terms of Use.

It is possible to withdraw money from the waiter's wallet or carry out other operations immediately after receiving the tip. The waiter cannot withdraw money in the amount of less than 2 (two) AZN from the wallet.

7. AUTHENTICATION

Nocash provides the Waiter with customized security information to authenticate him remotely. The waiter must keep that information in a safe manner.

If the Waiter detects that third party knows about the authenticated security information, he must immediately change such information through the Software, and if it is not possible, he must inform Nocash.

If the waiter loses his mobile phone or if third parties have access to the waiter's account in any other way, he must inform Nocash about it within 24 (twenty-four) hours. If the waiter loses his SIM card or the SIM card is stolen, Nocash is not responsible to restore access to the Waiter's account, e-wallet and/or Software, provided that the Waiter does not provide access to that phone number by obtaining a duplicate SIM card or by any other means.

Nocash may authenticate the waiter while connecting to the Software (during initial registration and each connection). Nocash may also implement the enhanced customer authentication.

8. BLOCKING AND CANCELLATION OF WAITER'S ACCOUNT

If you do not agree with any provision of these Terms of Use after you have created your waiter account, or if you do not wish to continue using the Software for any reason, you may cancel your waiter account. These Terms of Use remain legally binding on You for as long as You do not cancel Your waiter account.

You can cancel your waiter account only by writing to the e-mail address support@nocash.az or by using the corresponding request button in the Software.

When your waiter account is canceled, the remaining balance is transferred to your bank card account. The minimum transferred amount is 1 Azn. If your bank card account is not active or the amount is less than the minimum amount, you can come and take that amount from our office by writing an email to us at the e-mail address support@nocash.az. If you do not take your funds from us within 1 (one) month after the cancellation of your waiter account, we have the right to apply an additional commission fee to the storage of those funds immediately in the manner prescribed by the legislation.

Nocash can block a waiter account in the following cases:

- When the waiter violates these Terms of Use;
- To ensure the security of the software, waiter account and the operations carried out;
- To prevent the use of software and waiter account by unauthorized third parties;
- If the waiter is suspected of legalization of property obtained through crime, financing of terrorism and tax evasion;
- If the Waiter does not fulfill the specified requirements for identification and verification when the determined limit in the Software is reached;

- In other cases stipulated by the legislation and at the request of a court decision or an authorized state body.

Nocash may terminate waiter account in the following cases:

- by informing 1 (one) month in advance;
- if the waiter does not submit the information and documents requested by Nocash about the transactions within 3 (three) days;
- if the waiter does not use the waiter account for more than 6 (six) months.

If the waiter account is canceled by the Waiter on his own initiative, or if it is canceled by Nocash with 1 (one) month notice, or if it is canceled as a result of the Waiter's non-usage of the account for more than 6 (six) months, Nocash shall pay the Waiter the amount of e-money accumulated in the Waiter's balance. If the waiter account is canceled as a result of violation of these Terms of Use or blocked on the grounds mentioned here above, the disputes shall be resolved in accordance with the legislation of the Republic of Azerbaijan.

Please note that if your waiter account is canceled, Nocash shall archive all your data available in your Software for 5 (five) years. At the end of that period, Nocash shall delete all your data available in the Software.

9. INTELLECTUAL PROPERTY

The Software, website and their contents are Nocash property and protected by copyright, trademark and other intellectual property rights. You may use the Software and the content posted on the website for only personal and non-commercial purposes by using the proprietary and copyright protection marks. You may not copy, distribute or reproduce the Software and the content posted on the website for commercial purposes without Nocash written consent.

Nocash does not grant You a license to use any of Nocash's trademarks under these Terms of Use.

10. SOFTWARE AVAILABILITY

Although Nocash always strives to serve You in the best possible way, it is not excluded that system errors or any other technical errors may occur while using the Software. If you encounter any error in the Software, please report it to the e-mail address support@nocash.az. Nocash will take all reasonable steps to eliminate technical malfunctions.

Your access to the Software may be temporarily restricted during Software updates and elimination of system troubleshooting. In such cases, Nocash will restore your access to the Software as soon as it is reasonably possible.

11. CONTACTS AND NOTIFICATIONS

You can report any problems, questions, suggestions and comments that arise during the use of the Software, as well as all other requests, by writing to our email address support@nocash.az.

When using the Software, Nocash may send notifications to your device about the payment of money (tips) by tip payers and feedback on your work. In any case, You can manage notifications from your device and Software settings.

12. THIRD PARTY MATERIALS

The Software may display content, information or other materials belonging to third parties or contain links to websites of third parties ("**Third Party Materials**"). By using the Software, you acknowledge that Nocash does not verify the accuracy and completeness, up-to-dateness and reliability, copyright compliance, legality, quality or other characteristics of such Third Party Materials. Nocash gives no warranties about Third Party Materials and shall have no liability to You or any third party for Your use of Third Party Materials.

13. LIABILITY AND INDEMNIFICATION

The parties shall be responsible for the violation of these Terms of Use in accordance with the legislation of the Republic of Azerbaijan.

One Party shall be responsible for the damage caused to the other Party in the manner determined by the legislation of the Republic of Azerbaijan. Nocash shall only be liable for actual damages caused to the Waiter and this amount is limited to the total amount of service fees paid to Nocash by the Waiter or the tip payer during the 12 months preceding the date of the damage.

Nocash shall not be responsible for any temporary downtime or non-operation of the Software.

Waiter shall be responsible for protecting personalized security information and other sensitive payment information.

The waiter shall be personally responsible for the fulfillment of all tax, social and other mandatory payments imposed on him by legislation. Nocash is only a payment service provider

that provides payment solutions and does not bear any responsibility for the Waiter's tax, social and other mandatory payments.

Except in cases where the Nocash violates its obligations under these Terms of Use, the Waiter shall release and indemnify Nocash from any and all damages, claims, demands and costs (including reasonable attorney and court costs) arising out of (a) the use of Nocash services and platform or (b) the Waiter's violation of the law or the rights of any third parties.

14. APPLICABLE AND DISPUTE RESOLUTION

These Terms of Use shall be governed by and construed in accordance with the legislation of the Republic of Azerbaijan.

All disputes arising between the Parties under these Terms of Use shall be resolved in the competent courts of the Republic of Azerbaijan.

15. AMENDMENTS AND CHANGES TO THE TERMS OF USE

Nocash may make additions and changes to these Terms of Use by notifying the Waiter in advance. If the waiter does not object to the amendments and changes within 1 (one) month, those amendments and changes shall be considered accepted. If Waiter does not accept the amendments and changes, his usage of the Software shall be stopped and his account shall be terminated.

Amendments and changes that do not aggravate the situation of the waiter shall enter into force without specifying the period stipulated in the previous paragraph.

16. OTHER PROVISIONS

Waiter may not transfer the rights and obligations under these Terms of Use to a third party without Nocash consent. Nocash may assign its rights and obligations under these Terms of Use to third parties.

The Waiter may contact Nocash regarding unauthorized or erroneously executed transactions through the contact means specified in these Terms of Use. Nocash shall answer to the request within 15 (fifteen) working days.

The invalidity of any part of these Terms of Use shall not cause the invalidity of any other parts.