

Bluecode App Terms of Use

Version: April 2025

1. General

- 1.1. These Terms of Use govern the contractual relationship regarding the use of the Bluecode App between us, Secure Payment Technologies GmbH, Müllerstrasse 27, 6020 Innsbruck (hereinafter referred to as "we"), and you.

Through the Bluecode App, we provide users a mobile app called "Bluecode – Mobile Payment" which enables the use of the Bluecode payment method and the Bluecode SDK (Bluecode Software).

The Bluecode App is available for the iOS and Android operating systems.

- 1.2. By clicking the "Agree" button when opening the Bluecode App for the first time, you agree to these Terms of Use. The current version of these Terms of Use and Privacy Policy can also be found on our website at <https://spt-payments.com/de-de/> under Terms & Conditions.

2. Using the Bluecode App

- 2.1. The Bluecode App can be used, among other things, to make payments via the Bluecode Software.

- 2.2. Use of the Bluecode Software

"Bluecode Software" refers to the software integrated into the Bluecode App that facilitates the use of the Bluecode Payment Method, including value-added services (e.g., integration with loyalty programs).

- 2.3. Use of Bluecode Payment Method

During registration within the Bluecode App, there are two options depending on whether your account-holding bank issues Bluecode itself:

- a. Bluecode as a Payment Instrument

If your account-holding bank offers Bluecode as a means of payment, the terms of use and privacy policy of your bank apply. You will be able to view and accept them during the registration process.

- b. Bluecode as a Payment Function (Bluecode Direct Debit)

If your account-holding bank does not offer Bluecode as Payment Instrument, you may use Bluecode through a direct debit mandate issued by you to a licensed company. The applicable terms of use and privacy policy will be made available for you to review and accept during registration.

- 2.4. The Bluecode App may only be used for personal purposes on a mobile device that belongs to you or that you are authorized to operate.
- 2.5. The Bluecode App must be downloaded from an official app stores. You must have a functional smartphone equipped with iOS or Android that meets the requirements specified in the respective app store.
- 2.6. An active internet connection is required to access all functions of the Bluecode App.
- 2.7. The use of the Bluecode App is free of charge for you.

3. Availability, Functionality and Quality

- 3.1. We offer the Bluecode App as it is currently available, without guaranteeing any specific

functionality or quality.

- 3.2. We reserve the right to modify or update the Bluecode App at any time. Changes may result in your device becoming incompatible or may requiring additional steps to continue using the App.
- 3.3. The Bluecode App is provided "as is" and "as available", without warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, or compatibility.
- 3.4. We do not guarantee that the Bluecode App will be available without interruptions, delays, errors, or security vulnerabilities, or that any defects will be corrected.
- 3.5. We do not guarantee that the information, functions, or results available through the Bluecode App are accurate, complete, or reliable.

4. Intellectual property

- 4.1. We own or are the licensee of all right, title and interest, including but not limited to copyrights, trademarks, patents, trade secrets and other intellectual property rights, related to the Bluecode App (including all content, software, designs, updates and documentation).
- 4.2. You are granted a non-exclusive, non-transferable, revocable and limited license to use the Bluecode App in accordance with these Terms of Use.
- 4.3. Any use beyond the rights expressly granted is prohibited. In particular, you may not copy, modify, reverse engineer, decompile, or otherwise attempt to extract the source code of the Application without our prior written consent.
- 4.4. You acknowledge that no ownership rights or other interest in the Application or related content will be transferred to you.
- 4.5. All rights not expressly granted in these Terms of Use remain reserved to us.

5. Limitation

- 5.1. We shall not be liable for any direct, indirect or consequential damages, including, but not limited to, lost profits, data loss, loss of use, business interruption or other intangible losses, arising out of the use of, or inability to use, the Bluecode App, even if advised of the possibility of such damages.
- 5.2. We are not responsible for third-party content, products, services, or actions made available through the Bluecode App.
- 5.3. This exclusion of liability does not apply to damages caused by intentional or grossly negligent conduct on our part, as well as to damages resulting from injury to life, body or health.

6. Your Duties of Care and Cooperation

- 6.1. Only you are authorized to use the downloaded Bluecode App. You must protect your Bluecode PIN and biometric authentication from third-party access.
- 6.2. You must keep the operating system of your device up to date. Devices with unauthorized modifications (e.g., jailbreaks) must not be used. You must also install updates for the Bluecode App and implement reasonable security measures against malware.
- 6.3. You must memorize or securely store your Bluecode PIN. Reasonable precautions must be taken to protect your device from unauthorized access.
- 6.4. If you sell or transfer your device to another person, you must deactivate and delete the Bluecode App in advance.

7. Changes to the Terms of Use

- 7.1. Material Changes (as defined in clause 7.2), including this clause, require your express or implied consent.
- 7.2. Material changes are any changes or additions that (i) affect a main performance obligation or (ii) materially alter the contractual relationship in a way that is equivalent to the conclusion of a new contract.
- 7.3. Other changes, including editorial changes (changes to clarify unclear provisions, format changes or font adjustments) that are not considered material changes may be made by us at any time at reasonable discretion:
 - a. unless a specific effective date is specified, on the earlier of (i) your express acceptance of the amended Terms of Use, or (ii) two months after the changes or amendments have been posted, provided you have not objected in accordance with clause 7.4; or.
 - b. if a specific effective date (after the Effective Date) is specified, at the later of (i) the specified Effective Date, and (ii) the earlier of (a) your express acceptance of the amended Terms of Use, or (b) the expiration of two months after the posting of such amendments or amendments, unless you have opted out in accordance with Section 7.4.
- 7.4. Your consent is deemed to have been given if you do not object in writing or electronically (e.g. by e-mail). You are informed in the offer of changes that (i) your silence by failing to object in writing or electronically (e.g. by e-mail) within the period specified in points 7.3 (a) and 7.3 (b) shall be deemed to be consent to the changes and that (ii) you have the right to terminate your contract and the contractually agreed services without notice until the changes come into force.
- 7.5. Other changes may only be made without your express consent for good cause and only on the condition that a risk assessment has taken place in which our interests or those of all our customers have been appropriately weighed against your interests.

8. Applicable Law, Place of Jurisdiction, Severability

- 8.1. Austrian law shall apply. If you are a consumer within the meaning of European consumer law (e.g. in accordance with the Austrian Consumer Protection Act), the place of jurisdiction is your place of residence. However, if you are acting as an entrepreneur, the exclusive place of jurisdiction is the Commercial Court of Vienna.
- 8.2. If any provision of this Terms of Use is held to be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.