

Terms of Use

Effective Date: May 5, 2025

These Terms of Use govern the relationship between you and the company OneTwoWork LLC Belgrade, registered at Trg Nikole Pašića 5, 1st floor, Belgrade, 11000, Serbia, PIB: 114384377, registration number: 22015702, activity code and business activity: 6201 – Computer Programming; email address: hello@one2tips.rs, contact phone: 0800 36 36 32, website: <https://one2tips.rs/> (hereinafter referred to as the “Company”, “we”, “us”, “our”), in connection with the use of the One2Tips platform <https://one2tips.rs/> (hereinafter referred to as the “Platform”).

Our Privacy Policy supplements these Terms of Use. We recommend that you carefully review this information.

Please read these Terms carefully before using the Platform. By accessing and/or using the Platform, you agree to comply with these Terms.

1. Description of Service

One2Tips is a digital platform that enables individuals and organizations (such as cafés, salons, etc.) to receive contactless tips from their guests (hereinafter referred to as the “Clients”). Each recipient (hereinafter referred to as the “User”) receives a personal QR code, which, when scanned by the Client, directs them to a tipping page. The Client can view the User's name and photo before making a payment. The tip amount is displayed in the User's account. The User can withdraw funds to their bank account within a time frame determined by the Platform.

2. Registration and User Account

To receive tips, the User must create an account and provide accurate information. The User is responsible for securing access to their account. The Company reserves the right to suspend or delete an account in the event of a violation of these Terms.

3. Your Responsibilities and Compliance Declarations

By using the Platform, you agree to:

- Take full responsibility for all consequences of your behavior, including any violations of the rights and interests of third parties.

- You must communicate with other users respectfully and in the spirit of constructive dialogue. Hate speech, insults, provocations, threats, and any form of inappropriate expression are strictly prohibited. Discrimination on any basis (e.g., race, gender, age, religion, sexual orientation, disability, etc.) is not allowed.
- Please report any inappropriate behavior or hate speech to customer support at **support@one2tips.rs** immediately.

If you are acting as a User, you additionally agree to:

- Ensure that your content is lawful and complies with the Platform's Terms of Use, publishing rules, and guidelines for profiles and reviews.
- Guarantee that the content you publish does not infringe on intellectual property rights or any other legal rights of third parties.

4. Prohibited Activities

The following actions are prohibited:

- Analyzing, decompiling, disassembling, or otherwise attempting to discover the source or object code, as well as the internal workings, algorithms, or databases of the site.
- Sending unsolicited messages (spam) or promotional materials without consent.
- Automatically collecting information from the site, including user content.
- Using the platform to provide commercial services on behalf of third parties.
- Exploiting or processing user content for purposes not intended under these Terms of Use.
- Using users' personal data for purposes other than those necessary for the delivery of services or purchase of products.
- Posting or distributing content that contains threats, defamation, hate speech, violence, calls to unlawful activities, offensive language, or other inappropriate material.
- Performing any activities that could destabilize or disrupt the functionality of the website.
- Uploading, storing, or distributing malicious software or any prohibited materials that are:
 - illegal, harmful, offensive, or obscene;
 - racist, discriminatory, or ethnically offensive;
 - pornographic or violent;
 - aimed at encouraging criminal acts.

We reserve the discretionary right to determine which actions constitute a violation of these rules and to take appropriate measures, including restricting access to the platform.

4.1 Prohibited Transactions

The Merchant agrees to sell goods and/or services in accordance with the laws and regulations of the Republic of Serbia. It is strictly forbidden to offer goods and/or services in the following categories on the online sales platform:

- radioactive, poisonous, and explosive materials
 - chemical products harmful to the environment
 - protected animal and plant species
 - human or animal organs
 - narcotic drugs
 - pornographic material
 - pharmaceuticals
- as well as other categories of products and services whose offering, sale, or distribution is prohibited or restricted by the laws of the Republic of Serbia or by card organization regulations.

5. Fees

A service fee is charged for each tipping transaction, payable by the Client. The amount of the fee is displayed on the payment page and may be changed at the discretion of the Company.

6. Withdrawal of Funds

Funds received by the User are displayed in their user account. Withdrawals can be made only to the bank account specified by the User in their account settings. Processing time depends on the banking system and is not under the control of the Company.

6.1 Payments on One2Tips

All payments are processed through reliable external payment systems. Payments via payment cards (Visa, MasterCard, Maestro, American Express, Dina) are processed through the following services:

- **PaySpot LLC Novi Sad**, headquartered at Branimira Ćosića 2/II/201B, Novi Sad, Registration Number: 21157074, Tax ID: 109296534, and

- **Banca Intesa AD Belgrade**, headquartered at Milentija Popovića 7b, Belgrade, Registration Number: 07759231, Tax ID: 100001159 (hereinafter referred to as the “Bank”).

To complete the service purchase, the Client must enter their payment card details in the secure form provided on the payment page.

If the transaction is successful, the Client will be notified that the funds for the created order have been successfully reserved.

By accepting these Terms of Use, the Client agrees that, at the time of the initial order, funds in the amount of the created order will be reserved, and that their payment card will be charged for the amount stated in the invoice for the completed service purchase. Payment card data is stored on a secure, protected page of the Bank in encrypted form and is not accessible to other parties in the payment process. Payment card data is never accessible to One2Work or to the Institution. When entering payment card details, confidential information is transmitted via a public network in protected (encrypted) form using the SSL protocol and the PKI system, which represent the most advanced cryptographic technologies currently available.

6.2 Rules and Information Regarding Card Payments

In the process of accepting payment cards and executing payment transactions on the Platform, monetary funds for the service of accepting non-cash payments via Clients' payment cards on the Platform are transferred through electronic channels supported by the Bank to a special account of the electronic money Institution for the protection of Client funds held at the Bank. The funds are then transferred to the payees' accounts.

By making a payment using a payment card on the Platform, the Client explicitly agrees for the funds to be transferred to the Institution's special account held at the Bank, used for protecting Client funds. The Client also agrees that the Platform may determine the allocation of the amount and, on behalf of the Client, issue instructions to the Institution to transfer the funds to the payees' accounts—namely, the User and the Platform—based on the applicable service fee (intermediation commission).

The Institution bears no responsibility for any tax or other legal obligations that may arise from the authorized or unauthorized use of the Platform by the Client or the User.

6.3 Pre-Contractual Information

For each payment made through the Platform, the Client enters into a contract with the Institution for a one-time payment transaction for the purpose of accepting and transferring funds to the payees.

The pre-contractual information regarding the one-time payment transaction on the Platform includes details about the One-Time Payment Transaction Agreement, information on the execution of such transactions, applicable fees and the scheduled timeline for their execution, as well as the method and means of communication between the Client and the Institution.

6.4 Information on the One-Time Payment Transaction Agreement

The one-time payment transaction agreement is a remote contract for executing a one-time payment transaction, governing the execution of a specific payment transaction. It is concluded between the Institution and the Client via the Platform, as a means of remote communication, by the Client activating certain options displayed on the Platform and giving consent for the transaction by successfully initiating the card payment.

The one-time payment transaction agreement consists of:

- The General Terms and Conditions for Providing Payment Services and Issuing Electronic Money(hereinafter: the Institution's General Business Terms) and the Institution's Timeline Plan, available at <https://www.payspot.rs>,
- These Terms of Use, and
- The authorized payment order initiated by the Client for the execution of the one-time transaction.

6.5 Delivery of Goods and Potential Restrictions

Confirmation of the provided service will be sent via email to the address provided during the payment process.

6.6 Right of Withdrawal, Tip Refund, and Refund Policy

In the event of a refund to the Client (complaints, withdrawal from the purchase, etc.), the funds will be returned to the Client's card or bank account with their consent. The Client is required to provide their bank account details for the refund, which are considered personal data and protected in accordance with the **Privacy Policy**.

In the event of a refund, **ONE2TIP** is obliged to execute the refund exclusively through the original payment method (VISA, EC/MC, Maestro, or DinaCard), meaning that the Bank will process the refund to the cardholder's account upon request.

To initiate a refund, the Client must complete the "**Contract Withdrawal Form**" and send it to **hello@one2tips.rs**. We will respond to your request and inform you of the next

steps as soon as possible, but no later than **4 business days** from the receipt of the form, whether in written or electronic format.

The Client has the right to request a refund within **1 day** from the moment the funds were transferred to the User.

6.7 Payment Currency

All payments will be made in the local currency of the Republic of Serbia – Serbian dinar (RSD). For informational display of prices in other currencies, the middle exchange rate of the National Bank of Serbia is used. The amount that will be charged to your payment card will be expressed in your local currency through a conversion based on the exchange rate used by the card organizations, which is unknown to us at the time of the transaction. As a result of this conversion, there may be a slight difference from the original price listed on our website.

6.8 VAT and Platform Commission

All commissions charged by the Platform are subject to taxation in accordance with applicable legislation. The Platform's commission, including VAT, is shown separately and is displayed on the payment page, where VAT is included in the total commission amount.

After the payment is completed, the Client will receive a **fiscal receipt** with details about the commission and VAT at the **email address** they provided.

6.9 Disclaimer of Liability

Since each country independently establishes laws governing the trade of goods and services, situations may arise where certain government authorities impose additional taxes, fees, or charges on executed transactions without our involvement. One2Work bears no responsibility for such charges, and Clients agree to resolve any such matters independently.

7. Personal Data Protection

- A personal data item, in terms of the **Law on Personal Data Protection**, is any data relating to a natural person whose identity is determined or determinable, directly or indirectly—especially based on an identifier such as name, identification number, location data, an identifier in electronic communication networks, or one or more features of their physical, physiological, genetic, mental, economic, cultural, or social identity.

- **Processing of personal data** is any action or set of actions performed—either automated or not—on personal data or sets of personal data, such as collection, recording, sorting, grouping or structuring, storing, adapting or altering, and disclosure.
- All issues related to the protection and processing of personal data, as well as your rights, are covered in our **Privacy Policy**.
- The Company is **prohibited** from selling, ordering, securing, or exchanging consumer data or payment card information in any form to any third party, **except the Bank or competent government authorities**.
Personal and address data submitted by the consumer to the Company during the purchase process are considered **business secrets**.
These data are also governed by the **Law on Personal Data Protection**.
- **One2Tips** undertakes **not to request or store** in any electronic form any data related to the payment card used for the transaction, especially the **card number, expiration date, CVC2 or CVV code**, etc.
- You are encouraged to read and understand the **methods we use and how we protect your privacy**. If there is anything unclear, please contact us at: **support@one2tips.rs**
- By accepting these Terms of Purchase and using our services, you confirm that you have **fully understood and accepted these Terms**, and that you have been **informed of the legal basis, purpose, scope, and manner of processing your personal data** in accordance with **Article 23 of the Law on Personal Data Protection**.
- For detailed information about how your personal data is processed, please refer to our **Privacy Policy** document.

8. Complaints Policy

Complaints are rare but may be submitted in cases of card misuse or force majeure. Please contact us at hello@one2tips.rs ; we will resolve your complaint through direct communication as quickly as possible.

9. Intellectual Property

All rights to the design, code, logos, and materials of the Platform belong to the Company.

Copying, distribution, and modification are prohibited without written consent.

10. Force Majeure

The Company shall not be held responsible for failure to fulfill its obligations due to force majeure, including but not limited to natural disasters, wars, internet outages, actions of governmental authorities, etc.

11. Amendments to the Terms

We may occasionally update these Terms.

All changes become effective immediately upon publication on the website.

Continued use of the Platform after publication implies acceptance of the changes.

12. Governing Law

These Terms are governed by the laws of the Republic of Serbia.

All disputes will be resolved before the competent courts of the Republic of Serbia.

13. Contact Information

- Support service: **support@one2tips.rs**
- Contact phone: **0800 36 36 32**