

TERMS AND CONDITIONS

TipMe Mobile Application

Welcome to TipMe, a mobile application developed by Alexandru Berbecel. These Terms and Conditions (“Terms”) govern your use of the TipMe App (the “App”) and any related services provided by TipMe (“we,” “us,” or “our”). By accessing or using the App, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, please do not use the App.

1. License and Access

1.1 Limited License: Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to download, install, and use the App on a mobile device owned or controlled by you for personal, non-commercial purposes.

1.2 User Accounts: You may be required to create a user account to access certain features of the App. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account, the security and privacy of your account, including passwords or sensitive information attached to that account; and all personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes. We reserve the right to suspend or terminate your account if you are using our App illegally or if you violate these Terms and Conditions.

2. User Conduct

2.1 Compliance: You agree to use the App in compliance with all applicable laws and regulations under Republic of Ireland. You may not engage in any conduct that violates these Terms or infringes upon the rights of others.

2.2 Prohibited Activities: You may not use the App to transmit any content that is unlawful, harmful, threatening, abusive, defamatory, or otherwise objectionable. You may not engage in any conduct that disrupts the normal functioning of the App or compromises the security of the App.

2.3 Age Policy: You are not permitted to create and use the app under the age of 16 years.

3. Location Tracking and Privacy

3.1 Location Services: Our Mobile App may utilize location services to enhance user experience. By using our app, you agree to allow us to collect and use your device’s location data as described in this section.

3.2 Collection of Location Information: We may collect and process information about your device's location to determine your approximate or precise location. This information may be collected periodically while you use our app or when certain features are activated.

3.3 Purpose of Location Data: We may use your location data for various purposes, including but not limited to:

Customizing experiences based on your location.

Analysing user trends and preferences to improve our app and services.

Complying with legal and regulatory requirements.

3.4 Sharing of Location Data: We may share your location data with third-party service providers, partners, or affiliates for the purposes outlined in this section. However, we will not sell or disclose your precise location to third parties for advertising purposes without your explicit consent.

3.5 User Controls: You have the option to enable or disable location services within the app settings on your device. Disabling location services may limit certain features or functionalities of the app that rely on location data. You can also review and manage permissions related to location tracking through your device's settings.

3.6 Data Security: We take reasonable measures to safeguard your location data and protect it from unauthorized access, disclosure, or alteration. However, please be aware that no method of transmission over the internet or electronic storage is 100% secure, and we cannot guarantee the absolute security of your data.

3.7 Opt-Out: If you no longer wish to consent to the collection and use of your location data, you may opt-out by disabling location services or uninstalling the app. Please note that opting out may impact certain features or functionalities of the app.

4. Intellectual Property

4.1 Ownership: All intellectual property rights in and to the App, including but not limited to copyrights, trademarks, and trade secrets, are owned by TipMe. You may not reproduce, distribute, or create derivative works based on the App without our express permission.

5. Updates and Modifications

We reserve the right to update, modify, or discontinue the App at any time without notice. We may also update these Terms from time to time. Your continued use of the App after such updates constitutes your acceptance of the revised Terms.

6. Service Charges and Fees

6.1. EUR - €5 or under €5 will be charged 50c service charge + 4% of the total tip amount. Above €5 will be charged €1 service charge + 4% of the total tip amount.

6.2. GBP -£5 or under €5 will be charged 50c service charge + 4% of the total tip amount. Above £5 will be charged £1 service charge + 4% of the total tip amount

6.3. USD (all types of dollars) - \$5 or under \$5 will be charged 50c service charge + 4% of the total tip amount. Above \$5 will be charged \$1 service charge + 4% of the total tip amount.

6.4. All other currencies will be charged 60c(euro) + 4% of the total tip amount.

7. Disclaimer of Warranty

THE APP IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, OR AVAILABILITY OF THE APP.

8. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY.

9. Governing Law

These Terms are governed by and construed in accordance with the laws of the Republic of Ireland. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland

Thank you for using TipMe!

Effective Date: 26th of July, 2024