

GENERAL TERMS OF USE

1. Preamble

These General Terms of Use are adopted and published by the company Flaster media d.o.o., Zagreb, Kuzminečka ulica 49, OIB: 87751249463 (hereinafter: “**Company**”).

These General Terms of Use, jointly with the Personal Data Protection Policy available on the App (jointly hereinafter: “**Terms**”) set out the rights and obligations of the contractors, drivers driving for the contractors, Company’s clients, Company and other users of the application with respect to the use of the App (as defined below), data protection procedures, manner of protection of personal data of App users, and contain the personal data protection notice.

Users may use the App only if they agree and accept all the terms of the Terms, including the Personal Data Protection Policy, published on the App. If a User does not agree with the Terms, he must cease using the App and delete and deactivate his user account.

These Terms shall form an integral part of any agreement that would separately be made between the Company and the user where the App is used in its performance.

The Terms do not refer to outside service providers which may have its link on the App (e.g. LinkedIn, Facebook, etc.)

2. Definitions

2.1. Flaster Service – services provided by the Company, including the provision and maintenance of the App – customer support, communication with the Contractor, Driver, Client and other similar services.

2.2. Flaster or App – set of software applications owned by the Company, specifically: a) smartphone app used for registering the Contractor and its Drivers, for providing the Contractor potential opportunity for additional earnings by way of potential marketing campaigns, and which monitors the performance of marketing campaigns, and b) platform used for registering Clients and enabling insight into the performance of agreed marketing campaigns.

2.3. Flaster Account – personal account of a particular Driver on the App.

2.4. Contractor – legal entity or trade craft engaged in the business of passenger transportation via Vehicles and by using the work or services of Drivers, and which registers itself on the Flaster App.

2.5. User – Contractor, Driver, Client or other user of the App.

2.6. Client – Company’s client, i.e. legal entity ordering the marketing campaign from the Company.

2.7. Driver – natural person who is in a contractual relationship of employee or service provider with the Contractor, drives the Vehicles and registers itself on and uses the App on behalf and for the account of Contractor.

2.8. Vehicle – vehicle owned or in authorized use by the Contractor, driven by the Driver.

2.9. Contract – this contract between the Contractor or Client and Company with respect to the use of Flaster Service, consisting of:

- a) These Terms;
- b) Potential special terms displayed in the App;
- c) Other terms and documents mentioned hereunder or which will be agreed in the future between the Contractor or the Client and the Company.

3. Entry into contract

3.1. Prior to using the Flaster Service you need to apply by way of filing a request while supplying requested data and uploading requested documentation.

Contractors apply as a trade craft or legal entity. Aside from the Contractor profile, the Contractor or particular Drivers upload and register the data for: (a) single Driver driving for the Contractor (single vehicle), or (b) multiple Drivers driving for the Contractor (vehicle fleet). Upon successful completion of the signup application, the Company will provide each Driver with a personal account accessible via a username and password (Flaster Account).

Client's representative registers the profile on behalf of the Client, and receives from the Company a separate user account which will enable the Client to have insight into the part of the App (platform) showing the performance of the agreed campaign.

As Contractor, by clicking on "Sign up" or "I agree" button or by other appropriate action within the App you undertake and warrant that:

- You are authorized representative of Contractor;
- You have the right to enter the contract with the Company for using the App;
- You have carefully studied, completely understand and agree to be bound by and act in accordance with these Terms and Contract;
- All the information you provided to the Company are true, accurate and full;
- All the Drivers who are registered as Contractor's Drivers:
 - Satisfy the conditions for Drivers under these Terms,
 - Have carefully studied, completely understand and agree to be bound by and act in accordance with these Terms and Contract;
- In using the App the Drivers act on behalf and for the account of the Contractor, and the Contractor is liable for any breach of the Terms and Contract by the Drivers;
- At all times you will maintain accuracy and currency of the information on Flaster Accounts;
- You will not authorize other persons to use you Flaster Accounts, nor transfer or assign them to another person;
- You will not use the Flaster Service for unauthorized or unlawful purposes and impair the proper operation of the Flaster Service;
- At all times, you as well as your Drivers will fully comply with all laws and regulations applicable in the state you are providing transportation services in, including (but not limited to) laws regulating passenger transportation services.

As Client, by clicking on “Sign up” or “I agree” button or by other appropriate action within the App you undertake and warrant that:

- You are authorized representative of the Client or Client’s authorized agent;
- You have the right to enter the contract with the Company for using the App;
- You have carefully studied, completely understand and agree to be bound by and act in accordance with these Terms and Contract.

3.2. As Contractor, you are obliged to provide your bank requisites in course of filling the payment details upon registration, i.e. designate the bank account of the Contractor as company or trade craft. Company shall transfer the fees to the bank account that you have provided. We are not liable for any incorrect money transactions in case you have provided wrong bank requisites.

3.3. After submitting the signup application, you will receive an email with additional conditions that must be met in order to use Flaster Service. Particularly in relation to Drivers, these conditions may include providing valid driver’s license, satisfactory technical state of the vehicle, completion of a training course, owning a GPS-supporting mobile device and other conditions as described in the pertinent e-mail. Failure to comply with the provided requirements and conditions may result in termination of the Contract and loss of right to use the Flaster Service.

4. License to use App and Flaster Account

4.1. License to use Flaster App and Flaster Account

We hereby grant you a license to use the Flaster App and the Flaster Account. The license does not grant you the right to sublicense or transfer any rights to the third persons, save in respect to the use by duly registered Contractor’s Drivers.

4.2. In course of using the Flaster App and/or Flaster Account you may not:

- a) decompile, reverse engineer, or otherwise attempt to obtain the source code of the App, the Flaster Account or other software of Flaster;
- b) modify the App or the Flaster Account in any manner or form or to use modified versions of the App or Flaster Account;
- c) transmit files that contain viruses, corrupted files, or any other programs that may damage or adversely affect the operations on the App;
- d) attempt to gain unauthorized access to the App, Flaster Account or any other Flaster Service.

4.3. The License granted herein revokes automatically and simultaneously with termination of the Contract. After termination of the Contract you must immediately stop using the App and the Flaster Account and we are entitled to block and delete the Flaster Account without a prior notice

4.4. Using tags and labels. Additionally, we may give you tags, labels, stickers or other signs that refer to the Flaster brand or otherwise indicate you are using the App. We grant you a non-exclusive, non-sublicensable, non-transferable license to use such signs and only for the purpose of indicating that the Vehicle is being used for marketing campaigns using the App, particularly by signs on the Vehicle. After termination of the Contract you must immediately remove and discard any signs that refer to the Flaster brand.

4.5. All copyrights and trademarks, including source code, databases, logos and visual designs are owned by Flaster. By using the App or any other Flaster Service you do not acquire any rights of ownership to any intellectual property.

4.6. By publishing content on the App, you agree that such content becomes visible to each visitor of the App, under the terms and in the way described hereunder.

5. Processing of personal data

Your personal data will be processed in accordance with the Personal Data Protection Policy, available within the App.

6. Term, suspension and termination

6.1. The conditions expressly specified in these Terms shall enter into force as of submitting the signup application, particularly by clicking the "Sign up" or "I agree" button. Agreements and other terms shall enter into force once the specific document or message has been made available to you and you commence or continue using the App.

6.2. You may terminate the Contract at any time by notifying Flaster at least 7 (seven) days in advance, after which your right to use the App and Flaster Service shall terminate. Flaster may terminate the Contract at any time and for any reason at the sole discretion of us by notifying you at least 3 (three) days in advance.

6.3. Flaster is entitled to immediately terminate the Contract and block your access to the App without giving any advance notice in case you breach the Terms or Contract, any applicable laws or regulations, disparage Flaster, or cause harm to Flaster's brand, reputation or business as determined by Flaster in our sole discretion. In the aforementioned cases we may, at our own discretion, prohibit you from registering a new Driver's Flaster Account.

6.4. We may also immediately suspend (block) your access to the App and to the Flaster Account for the period of investigation, if we suspect an infringement of the Contract or fraudulent activity from your behalf. The block of access will be removed once the investigation disproves such suspicions

6.5. The expiry or termination of a business cooperation agreement or other agreement separately made between the Company and Contractor in relation to cooperation on a particular marketing campaign shall not affect the termination of this Contract i.e. the termination of obligations under these Terms, for all the time that Contractor is registered on the App.

6.6. Company reserves the right to amend the Terms for any reason and at any time. All amendments to the Terms or Contract shall enter into force once they have been made available to you by email, the App or Flaster Account and you continue using the App. For avoidance of doubt, this provision refers solely to the subject of these Terms, i.e. the terms of use of the App, and it does not affect the terms on fees under separate business cooperation agreements between the Company and Contractor.

7. Limitation of liability

7.1. The App is provided on an "as is" and "as available" basis. We do not represent, warrant or guarantee that access to the App will be uninterrupted or error free.

7.2. As use of the App for earnings by way of marketing campaigns depends on the existence and characteristics of marketing campaigns on the market and other factors outside of Flaster's control, we do not represent nor guarantee that the registration of Flaster Account or the use of Flaster App will result in any campaign or other earnings opportunity for the Contractor or Drivers.

7.3. To the maximum extent permitted under the applicable law, we are not liable for any loss or damage that you may incur as a result of using the Flaster Services, including but not limited to:

- any direct or indirect property damage or monetary loss;
- loss of profit or anticipated savings;
- loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business;
- loss or inaccuracy of data; and
- any other type of loss or damage.

7.4. Our financial liability in connection with violating the Terms or Contract will be limited to 500 EUR. You shall have the right to claim for damages only if we have deliberately violated the Terms or Contract.

7.5. You shall be fully liable for abiding by the Terms, Contract or any other applicable laws or regulations and in case of breach you must stop and remedy such breach immediately after receipt of a respective demand from us or any state authority. You shall indemnify us for any direct and/or indirect loss and/or damage, loss of profits, expense, penalty, fine that we may occur in connection with your breach of the Terms, Contract or applicable laws.

8. Final provisions

If any provision of the Terms is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.

These Terms and Contract shall be governed by Croatian law.

Parties shall settle potential disputes amicably. In case of inability to settle the dispute amicably, the court in Zagreb, Croatia shall have jurisdiction.

These Terms are in force as of: 08.05.2022.