

# TERMS OF SERVICE

## NFC Card Feedback System

Last Updated: April 30, 2025

Please read these Terms of Service ("Terms", "TOS") carefully before using the NFC Card Feedback System ("the Service") operated by Feedback NFC ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all subscribers, end users, and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, you may not access the Service.

## 1. SERVICE DESCRIPTION

The Service consists of a customer feedback collection system that utilizes NFC (Near Field Communication) cards distributed to subscribers on a yearly subscription basis. These cards are allocated to specific locations by subscribers through our NFC cards module, enabling end users to tap the cards to provide ratings and feedback. All feedback data is automatically collected, aggregated, and presented in a dashboard format for business analysis.

## 2. SUBSCRIPTION AND CARD ALLOCATION

2.1. Access to the Service requires completion of a yearly subscription agreement with Feedback NFC.

2.2. Upon subscription completion, NFC cards will be automatically allocated and distributed to the subscriber.

2.3. Subscribers are responsible for allocating cards to appropriate locations using the NFC cards module provided as part of the Service.

2.4. Subscribers are responsible for maintaining the security and proper use of their allocated NFC cards.

2.5. Loss, damage, or theft of NFC cards should be reported immediately to Feedback NFC. Replacement cards may be subject to additional fees.

### **3. USER ACCOUNTS AND DASHBOARD ACCESS**

3.1. Subscribers will be provided with account credentials to access the dashboard services and NFC cards module.

3.2. Subscribers are responsible for maintaining the security of their account credentials and for all activities that occur under their account.

3.3. Unauthorized access to the dashboard or improper use of NFC cards may result in immediate termination of the Service.

### **4. FEEDBACK SUBMISSION AND CONSENT**

4.1. By tapping an NFC card at a location:

- End users grant permission to collect, store, analyze, and share their feedback with the relevant subscriber
- End users acknowledge that their feedback may be anonymized and aggregated for statistical analysis
- End users understand that tapping the NFC card constitutes consent to these terms

4.2. Subscribers shall display appropriate notices at all locations where NFC cards are available to inform end users about the purpose of the Service and obtain their consent.

4.3. End users should not include personally identifiable information in their feedback unless explicitly requested and consented to.

4.4. End users agree not to submit any unlawful, abusive, defamatory, harassing, obscene, or otherwise objectionable content through the Service.

### **5. DATA COLLECTION AND PRIVACY**

5.1. We collect the following types of data:

- Star ratings provided by end users
- Written feedback and comments
- Time and location of feedback submission
- Card identification information (to track card usage and location)

5.2. We do not collect or store personally identifiable information about end users through the NFC card system unless explicitly provided by the end user with consent.

5.3. For subscribers, we collect necessary account information for billing and service provision purposes.

5.4. All data collection is subject to our Privacy Policy, which can be found on our official website.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1. The Service and its original content, features, and functionality are and will remain the exclusive property of Feedback NFC and its licensors.

6.2. Subscribers retain ownership of their business information and location-specific data.

6.3. The physical NFC cards remain the property of Feedback NFC and are provided to subscribers under a limited license for the duration of the subscription.

6.4. Aggregated and anonymized feedback data may be used by Feedback NFC for system improvements and general market analysis.

## **7. SUBSCRIBER RESPONSIBILITIES**

7.1. Subscribers agree to:

- Use the Service in compliance with all applicable laws and regulations
- Properly allocate and maintain NFC cards at their locations
- Inform end users about the purpose of the NFC cards
- Maintain the confidentiality of their account credentials
- Use the collected feedback data in accordance with applicable privacy laws

7.2. Subscribers shall not:

- Reverse engineer or attempt to extract the source code of the dashboard or NFC cards module
- Use the Service to store or transmit malicious code
- Interfere with or disrupt the integrity of the Service
- Modify, tamper with, or attempt to reprogram the NFC cards

## **8. NFC TECHNOLOGY USE**

8.1. The Service utilizes NFC technology for feedback collection. End users must tap the provided NFC cards to submit feedback.

8.2. We are not responsible for any hardware or software issues related to NFC functionality on end user devices.

8.3. End users acknowledge that NFC interactions may involve proximity-based data exchange and consent to such exchanges when using the Service.

8.4. NFC cards distributed as part of the Service are specifically programmed for feedback collection and should not be used for any other purpose.

## **9. SUBSCRIPTION TERM AND TERMINATION**

9.1. The Service is provided on a yearly subscription basis, which will automatically renew unless canceled by the subscriber according to the cancellation policy.

9.2. We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms.

9.3. Upon termination of the subscription:

- Access to the dashboard and NFC cards module will be revoked
- Subscribers must return all NFC cards to Feedback NFC within 30 days
- Subscriber may request a copy of their collected data, subject to our data retention policies

## **10. LIMITATION OF LIABILITY**

10.1. In no event shall Feedback NFC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Your access to or use of or inability to access or use the Service
- Any conduct or content of any third party on the Service
- Any content obtained from the Service
- Unauthorized access, use, or alteration of your transmissions or content
- Loss, damage, or theft of NFC cards

10.2. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if [Your Company Name] has been advised of the possibility of such damage.

## **11. DISCLAIMER**

11.1. Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis.

11.2. We do not warrant that:

- The Service will meet your specific requirements
- The Service will be uninterrupted, timely, secure, or error-free
- The results that may be obtained from the use of the Service will be accurate or reliable

- The quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations
- The NFC cards will work with all devices or in all environments

## 12. GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of the Kingdom of Saudi Arabia, without regard to its conflict of law provisions. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Saudi Arabia.

## 13. CHANGES TO TERMS

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect.

## 14. CONTACT US

If you have any questions about these Terms, please contact us at:

- Email: [ML@feedbacknfc.com](mailto:ML@feedbacknfc.com)
- Address: Level 18, Faisaliah Towers, King Fahd Road, Riyadh, Kingdom of Saudi Arabia

By subscribing to and using our NFC Card Feedback System, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

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