



Monthly Terms of Service

Last Updated: 2 April 2026

1. Overview

These Terms of Service ("Terms") apply to customers who use Smartix services under a Monthly Contract or Enterprise Agreement ("Monthly Contract").

By creating an account, completing an application within Smartix Studio, or using Smartix services, you agree to these Terms.

Where a Customer has an individually negotiated contract, that contract will take precedence over these standard Terms to the extent of any inconsistency.

These Terms form part of the Smartix legal framework, which also includes the Smartix Privacy Policy, Data Processing Agreement (DPA), Service Level Agreement (SLA), and other documents at:

docs.smartix.uk/terms

2. Credit Checks and Account Approval

Smartix may carry out credit checks or request financial information before approving a Monthly Contract.

Smartix reserves the right to:

- Approve or reject applications at its discretion
- Require additional information or guarantees
- Withdraw or restrict credit terms if financial risk is identified

Approval of a Monthly Contract is not guaranteed and may be subject to ongoing review.



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3. Service Access

All Monthly Contract customers receive access to:

- **Smartix Studio**
- **Smartix API**
- **Smartix Scan**

API access is provided as part of the Service at no additional charge unless otherwise agreed.

You must keep your login credentials secure and notify Smartix of any suspected unauthorised access.

Smartix may update, modify, or improve the Service at any time, provided the core functionality of your Monthly Contract is not materially degraded.

For availability expectations, please refer to the Smartix SLA:

docs.smartix.uk/terms/sla

4. Credit-Based Usage Model

Smartix operates on a **credit-based usage model**.

All actions performed within the Service (including issuing passes, updating passes, sending notifications, and processing events) consume credits.

- Credit consumption rates are defined by Smartix and published in Smartix documentation and pricing pages
- Credits are recorded as usage and billed in accordance with your Monthly Contract
- Certain features or services may require additional credits or minimum balances to operate



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5. Tariffs and Minimum Monthly Spend

Each Monthly Contract is assigned a **tariff**.

A tariff defines:

- Credit pricing bands (cost per credit at different usage levels)
- A **minimum monthly spend**

5.1. Minimum Spend

You agree to pay at least the minimum monthly spend specified in your tariff, regardless of actual usage.

Monthly charges are calculated as:

the greater of (i) usage-based charges and (ii) the minimum monthly spend

Tariffs may be assigned or changed by Smartix based on usage patterns, commercial agreement, or risk considerations.

6. Payment and Billing

Monthly Contract customers are billed **monthly in arrears** via Direct Debit.

6.1. Billing Process

- Usage is recorded throughout the billing period
- An invoice is issued at the end of each billing month
- Customers have **7 days from the invoice date** to raise any billing queries
- Smartix will initiate Direct Debit collection after this period

All prices:

- Are shown in GBP
- Exclude VAT unless otherwise stated

You must maintain a valid Direct Debit mandate at all times.

No refunds or pro-rated credits are provided.



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7. Billing Disputes

You must raise any billing queries within **7 days of the invoice date**.

If no query is raised within this period, the invoice will be deemed accepted.

Smartix will investigate any valid disputes raised within this timeframe and correct any confirmed errors.

8. Failed Payments and Late Payment

If a Direct Debit payment fails:

- Smartix will notify you and request updated payment details
- You must promptly resolve the issue to avoid service disruption
- Smartix may suspend or restrict access if payment is not made within a reasonable timeframe

Smartix reserves the right to:

- Require immediate payment by alternative means
- Apply additional restrictions or safeguards
- Introduce credit limits or other controls where payment risk is identified

8.1. Late Payment

Late payments may be subject to interest and recovery costs in accordance with applicable UK law, including the Late Payment of Commercial Debts (Interest) Act.

Smartix reserves the right to charge:

- Statutory interest on overdue amounts
- Reasonable recovery costs incurred in collecting outstanding payments

8.2. Chargebacks

Any Direct Debit chargeback or payment dispute will result in **immediate account suspension** and may result in contract termination.



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9. Wallet Certificates

Monthly Contract customers must provide and maintain their own Apple and Google Wallet signing certificates and associated credentials.

- Smartix does not charge for the use of customer-provided certificates
- Customers are responsible for ensuring certificates remain valid and up to date
- Certificates must be renewed and updated periodically (typically every 6 months)

Failure to maintain valid certificates may result in:

- Inability to issue or update passes
- Service disruption for existing passes

Smartix is not responsible for failures caused by expired or invalid certificates.

10. Child Accounts and Reseller Use

Monthly Contract customers may create and manage **child accounts** within the Service.

- Each child account may operate with its own configuration, including separate certificates
- Customers may provide value-added services to their own clients using Smartix

10.1. Billing Responsibility

- Usage may be reported or grouped by child account for convenience
- A single consolidated invoice will be issued to the primary account holder

The primary account holder remains fully responsible for:

- All usage across all child accounts
- Payment of all charges in full



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11. Notifications and Usage Rules

Smartix allows you to send notifications and perform pass updates subject to both Smartix rules and third-party platform restrictions.

11.1. Credit Usage

Notifications and pass updates consume credits in accordance with Smartix pricing.

11.2. External Platform Limits

Google Wallet imposes surfaced-notification limits:

- **3 per pass per 24 hours**
- **8 per pass per 24 hours for UK rail passes**

Smartix enforces these limits automatically.

11.3. Fair Use

Customers must use notifications and updates responsibly.

Examples:

- **Not allowed:** frequent promotional or spam-like campaigns
- **Allowed:** operational updates such as event reminders or schedule changes

All usage is subject to the Smartix **Fair Use Policy**:

docs.smartix.uk/terms/fair-use-policy

Smartix may suspend accounts that breach these rules.



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12. Queued Operations

Some operations are processed asynchronously to maintain system performance and reliability.

12.1. Bulk Processing

Requests affecting multiple passes are processed via Smartix's queue:

- Passes are processed sequentially or in controlled batches
- Processing time depends on volume and system load
- Queue delays do not constitute downtime under the SLA

12.2. External Dependencies

Where Smartix depends on third-party APIs:

- Failed requests may be retried automatically
- Temporary delays may occur
- Third-party outages do not count toward Smartix downtime

13. Acceptable Use

You must use Smartix services in a lawful and responsible manner.

Prohibited activities include:

- Illegal, misleading, or fraudulent use
- Generating deceptive passes
- Excessive or abusive notification use
- Interference with Smartix systems
- Breaches of Apple or Google Wallet policies
- Attempting to reverse engineer Smartix systems

Smartix may suspend or terminate accounts engaging in prohibited conduct.



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14. Support

Support for Monthly Contract customers is available via:

- Smartix Studio support
- Additional channels where provided

Smartix aims to:

- Respond to general enquiries within **2 business days**
- Handle critical issues as soon as possible, 24/7

Response times are targets, not guarantees.

For availability commitments, refer to the SLA.

15. Data and Privacy

Smartix processes data in accordance with:

- Smartix Privacy Policy
- Smartix Data Processing Agreement (DPA)

Customers act as **Data Controllers** for all Pass Data they upload.

Smartix:

- Encrypts pass data, logs, and notifications using AWS KMS
- Decrypts Pass Data only inside secure AWS environments
- Allows optional searchable metadata fields

More information:

docs.smartix.uk/terms/privacy-policy.

16. Intellectual Property

All software, systems, documentation, and branding remain the property of Smartix Ltd.

You receive a limited, non-exclusive, non-transferable licence to use the Service for your organisation's business purposes under these Terms.



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17. Term and Termination

Monthly Contracts:

- Continue on a rolling basis unless otherwise agreed
- May be terminated by either party with notice (typically **three - six months**, unless otherwise agreed)

Smartix may suspend or terminate the Service immediately if:

- You breach these Terms
- You fail to pay fees
- You misuse notifications or pass features
- Your activity creates operational, legal, or security risk

Upon termination:

- All outstanding fees become immediately due
- Service access will be withdrawn
- No refunds or credits are provided

17.1. Termination Process

Monthly Contract customers must initiate termination by submitting a request via the Smartix support system within Smartix Studio.

- Notice of termination will only be considered valid once acknowledged by Smartix
- The applicable notice period will begin from the date the request is received and confirmed

Requests submitted via other channels (including email or verbal communication) will not be considered valid notice unless explicitly accepted by Smartix.

Smartix will confirm:

- The effective termination date
- The applicable notice period
- Any minimum charges or adjustments that apply during the notice period

Smartix may require written confirmation from an authorised account representative.



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17.2. Notice Period and Usage Adjustment

Where a Monthly Contract is terminated, the applicable notice period will apply as agreed in your contract (typically between 3 and 6 months).

During the notice period, Smartix reserves the right to apply an adjusted minimum monthly charge where usage drops materially (25% or more) compared to historical levels.

Where such adjustment applies:

- The minimum monthly charge during the notice period will be calculated as the average of the **three highest monthly invoices issued in the preceding 12 months**, or
- The contracted minimum monthly spend,

whichever is greater.

This provision is intended to prevent material reduction in usage following notice of termination.

Smartix will notify you if this adjustment is applied.

18. Liability

Smartix provides the Service on an “as-is” and “as-available” basis.

Smartix is not liable for:

- Indirect or consequential losses
- Loss of profit or business interruption
- Failures or delays caused by third-party providers

Total liability will not exceed the fees paid in the **30 days** preceding the claim.

19. Pricing and Tariffs

Smartix may update tariff structures, credit pricing, and usage rates from time to time.

Changes will not apply retrospectively to previously billed usage but may affect future billing periods.

Updated pricing is published at:

docs.smartix.uk/pricing



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20. Changes to Terms

Smartix may update these Terms periodically.

Updated Terms will be published at:

docs.smartix.uk/terms/monthly

Individual agreements take precedence over these Terms where applicable.

21. Governing Law

These Terms are governed by the laws of England and Wales.

Any disputes will be resolved exclusively in the courts of England and Wales.

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23. Contact Information

If you have questions about this Policy or wish to report a security concern, please contact us at:

www.smartix.uk/contact

[Privacy Policy](#) [PAYG Terms](#) [Contract Terms](#) [Fair Use Policy](#) [SLA](#) [Data security](#)