

GENERAL TERMS AND CONDITIONS OF THE PREMIUM ACCOUNT

The following is the contractual document which will govern the procurement of services through the web site <https://skaeda.com> owned by Flexible User Experience SL (from now on Flux or the supplier). Acceptance of the present Terms of Service implies that the user:

- a. Has read and understood what is exposed here.
- b. Is a person capable to contract.
- c. Assumes all the obligations stated herein.

These conditions will have a validity period of 365 calendar days counting from the date of actual payment of a subscription and will apply exclusively to all contracts for premium accounts made through the supplier's website <https://skaeda.com>. Acceptance by the same client of a contract for a payment account (from now on premium) implies the ending and cancellation of the contract conditions of a free account. The supplier reserves the right to modify unilaterally these Terms, which will not affect the goods, services or promotions which were acquired prior to the amendment.

IDENTITY OF THE PARTIES

On the one hand, the supplier of the services contracted by the user is Flux, with head office in 6, Juan Sebastián Arbó Ave, Amposta (Tarragona, Spain) and Company ID B55531727, registered in the Mercantile Registry of Tarragona, volume 2612, book 0, folio 151, section 8, page T42610, entry 1, and on the other hand, the client registered on the supplier's website with a user name, e-mail address and password, over those he or she has full responsibility of use and custody, being responsible for the accuracy of the personal data provided to the service supplier.

OBJECT OF SERVICE

The Skaeda application allows users to manage links to favourite websites (from now on bookmarks) from any browser with Internet access.

OBJECT OF THE CONTRACT

This contract is to regulate the contractual relationship that offers the service provision for a period of 365 calendar days counting from the date of actual payment of a subscription for an amount of 12€. The service will offer an unlimited amount of bookmarks per client. The client of a premium account will be entitled to receive personal technical support via the e-mail address support@skaeda.com. The supplier undertakes to answer all messages received at the address support@skaeda.com within 24 hours. The supplier guarantees that the client information (bookmarks) saved in the application is governed by a strict policy of back-ups that prevents any total or partial loss of the stored bookmarks.

The user of this type of account is NOT entitled to claim any tangible or intangible perjury caused, arising from or related to the use of the application. The service supplier is NOT responsible for any damage caused by the possible loss of information that the user had stored in the application. The supplier reserves the right to block the access to users for reasons of fraud or unauthorised access to the application.

RECRUITMENT

The recruitment procedure will be made only in English, Spanish or Catalan. If it could be done in another language, it will be indicated before starting the recruitment process. To access the services offered by the supplier, the user must be previously registered to the service through the modality of free account. Then he or she must pay a subscription from within the application (see section Subscriptions in the user menu). The amount of the subscription is 12€ and can only be paid on-line only through VISA, MasterCard or Paypal. The contract shall be settled at the time the supplier gets the payment validation. The contract will end automatically at the end of the subscription period and it will be the client who will have to express voluntarily (by paying a new subscription) the aim of renewing the contract. Nevertheless, the supplier will send a reminder to the customer's email address 30 days before completion of his or her subscription. Subscriptions are NOT renewed automatically. The clients who at the end of the subscription period do not wish to renew the contract will automatically become users of the free service modality, downgrading all the obtained privileges to the level described in the general terms and conditions of the free accounts. In any case, the trading platform of the provider will inform the user via e-mail about all the features, price, date, and contracted services, once the procurement process has ended.

RIGHT OF WITHDRAWAL AND RESIGNATION

1. The client has the right to waive the service provision by cancelling his or her account following the procedure established for that purpose in the application (see the preferences section in the user menu). Waiving the service provision involves the cancellation of this contract and the elimination of all user data recorded in the system.
2. The client is not entitled to obtain full or partial refund of the amount for the formalised subscriptions.
3. In case that for any reason the supplier had to finish the business of the company, it reserves the right to terminate the contract with the user, who can claim nothing. The supplier undertakes to inform the user of the contract termination in an advance of 30 calendar days and to provide the user with the necessary mechanisms to export his or her data (bookmarks) stored in his or her user account.

APPLICABLE LAW AND JURISDICTION

These conditions will be governed and construed in accordance with the Spanish legislation in what has not been expressly stated. The supplier and the user agree to submit any dispute that may arise from the provision of services under these Terms, to the Courts and Tribunals of the supplier (Amposta). In the case that the user resides outside Spain, the supplier and user, expressly waive any other court of justice, submitting to the courts of the city of Amposta in the province of Tarragona (Spain).