

## **Terms of Use Agreement**

**Notice:** This Terms of Use Agreement, which includes, among other things, the terms and conditions and the privacy policy of this website and mobile application, constitutes a contract between and those who use it. Therefore, it should be read carefully. The use of the services provided by this website and mobile application implies acceptance of its Terms and Conditions, including its privacy policy. In case of disagreement with any of its provisions, the use of the service is not allowed.

The last amendment to this Terms of Use Agreement is dated

10.03.2024. 1. Definitions and General Conditions

### ***a) Definitions***

“Gosnami”: Website of the registered brand "Gosnami," located at C. de Viladomat, 26, 08015 Barcelona, duly registered under NIE: Y3628053R.

“Client(s):” Those who use the Gosnami website and mobile application to place orders for the provision of specific services by professionals registered for this purpose.

“Customer Information:” Any information provided by the Client, both during the registration phase on the website/mobile application and regarding the description of their requests, the evaluation of service providers, or other information resulting from the use of the website/mobile application.

“Privacy Policy:” Description of the types of information collected from the simple user, the Client, and the service provider, and the respective processing.

“Request:” A description made by the Client of the service they want to be provided by a professional registered on the website and mobile application.

“System:” Computing equipment, data storage and transmission, computer programs and applications, sequences of commands, and automated processes for data analysis and processing used by Gosnami.

“Terms and Conditions:” The rules to which Gosnami, Clients, service providers, and simple users are bound, as stated in this Terms of Use Agreement and the Privacy Policy terms.

“Professional:” Individuals or legal entities providing services, registered on the Gosnami website/mobile application, who wish to receive requests from potential interested parties in providing those services.

“User”: Any natural or legal person who accesses the website and mobile application until they become a Client or a service provider.

“Website and mobile application (Gosnami)”: Internet site and its domain, hosting space, page, or set of pages on the internet, their contents, graphics, and other information contained therein,

whose content is managed by Gosnami.

***b) General Conditions***

1.1 Gosnami's website and mobile application is an online platform where Clients state their requests and interest in the provision of a particular service, and where professionals providing various services register to access the presented requests.

1.2 Each request must represent a real need of the Client. Gosnami may, at its sole discretion, exclude all requests and/or content published on the platform that do not comply with the terms and conditions or content that may harm the Gosnami brand or the image of professionals and clients using the services.

1.3 The requests submitted by Clients are disclosed to registered Professionals whose activity is compatible with them, so they can, if they wish, present proposals and budgets directly to Clients for the requested services.

1.4 It is the Client's responsibility to evaluate the budget proposals and services presented by Professionals, and the selection of the Professional is entirely and exclusively the responsibility of the Client.

1.5 Gosnami's role is limited to collecting Client's requests and registrations of service provider Professionals, disclosing the requests to them to enable the Client's selection process. Whenever Gosnami presents or refers a Professional to a Client, it is solely and ultimately the Client's decision to accept the budget proposal and services presented, including those received through Gosnami. There is no employment or subordination relationship between the Professional and Gosnami.

1.6 The Client may choose not to select any of the Professionals who contact them to present their respective budgets, recognizing that Gosnami is a third party in the contractual relationship established between the Client and the Professional. Gosnami cannot guarantee the fulfillment of the service by the Professional or any transaction agreed upon between them.

1.7 The information regarding requests and Professionals on the website is provided by Clients and Professionals, respectively.

1.8 Despite the above, Gosnami does not select specific Professionals; the acquisition of the budget request occurs whenever Professionals decide to use their credits for that purpose.

1.9 Clients have the right to evaluate, signing or anonymously, the contact made and/or service provided by any Professional registered on Gosnami who chooses to contact them through the platform. Clients can leave a "Review" on Gosnami, and Professionals have the right to respond with a "Comment." Reviews and Comments reflect the opinions of users (Clients and Professionals, respectively) and not the opinion of Gosnami. Reviews and Comments are not verified or filtered by Gosnami, and it is not responsible for ensuring their accuracy; they may be

incorrect or misleading.

1.10 Reviews and Comments made by Clients and Professionals must be fair, true, and factual, and cannot contain defamatory or offensive language.

1.11 Users (Clients and Professionals) are prohibited from manipulating the Review and Comment system, such as giving instructions to a third party to write a positive or negative Comment about another Member.

1.12 Clients and Professionals undertake to include on the website only true and correct information and, whenever necessary for the service to be provided, documentary evidence for the exercise of their respective activities.

1.13 Gosnami is not responsible for the information mentioned above, and the Client must, before selecting the Professional, assess and verify its truthfulness, correctness, and integrity.

1.14 The presentation by the Professional to the Client of fraudulent proposals or false or incorrect documents can never be attributed to Gosnami, and the Client is responsible for selecting Professionals and confirming the information provided by them.

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## **2. *Privacy Policy***

2.1 The Privacy Policy is detailed [here](#).

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## **3. *Guarantees***

3.1 Gosnami guarantees the continuous and correct operation of your website, except in situations where, for reasons beyond its control, such compliance cannot be demanded.

3.2 Notwithstanding the above, Gosnami reserves the right, as the owner of the website, to suspend or cease its operation whenever it deems justified by reasonable grounds (related to third parties or its business model), which, in any case, will be communicated to its users as soon as possible.

3.3 Clients and Professionals are required, when including information, to consider compliance with current legislation, particularly regarding competition, consumer rights protection, misleading advertising, and discrimination. Additionally, information of an obscene or indecent nature, offensive to good morals, or pornographic is prohibited. References and links to other websites, of any nature, are also strictly prohibited.

3.4 Clients and Professionals undertake to ensure that none of the information provided to Gosnami contains computer viruses, macro viruses, Trojan horses, worms, or anything that may interfere or disrupt the operational procedures of a computer.

3.5 They are also prohibited from accessing the system without explicit authorization, as well as intercepting or clandestinely intercepting data or information of any kind, especially personal

data.

3.6 Gosnami does not consider itself responsible for any errors, omissions, inaccuracies, or falsehoods in the information transmitted by Clients and Professionals.

3.7 Gosnami reserves the right not to use, in any form, any information that violates this Terms of Use Agreement.

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#### ***4. Rights and Obligations***

4.1 Joining as a Client or Professional under the Terms of Use Agreement constitutes the conclusion of a contract between them and Gosnami, resulting in rights and obligations for each party, namely:

4.1.1 The Client has the right to enjoy the Website, under the terms and conditions of this Terms of Use Agreement, respecting the corresponding privacy policy.

4.1.2 Gosnami is obligated to collect the Clients' requests and other information related to them and communicate them to registered Professionals who provide services corresponding to those desired by the Clients.

4.1.3 Professionals' access to Clients' requests depends on the prior acquisition of credits for receiving requests according to Chapter 8.

4.1.4 Clients undertake not to submit requests not allowed by law or the terms of this Terms of Use Agreement.

4.1.5 Clients are solely responsible for the content and accuracy of any information provided.

4.1.6 Clients and Professionals undertake not to copy, reproduce, modify, or in any way use any content from the website and mobile application. They also agree not to use works and requests they have become aware of through this means for purposes other than the negotiated and/or contracted agreement through the contacts provided by the website and mobile application. They are further obligated not to send to third parties or otherwise disclose requests from the website and mobile application, distribute, or publicly display any content from the website and mobile application without the prior and express authorization of Gosnami.

4.1.7 Clients and Professionals undertake not to use the Gosnami website and mobile application, its content, or services for a purpose other than its intended use, especially for illegal, illicit, or any other purposes capable of conflicting with legally protected third-party rights.

4.1.8 Professionals undertake to provide services and perform work according to the good practices of their respective professional activities and to respect the ethical codes and technical

regulations that govern them.

4.1.9 Professionals undertake not to use any personal data and information of Clients for purposes other than the provision of services intended through the platform.

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## **5. Responsibility**

5.1 Gosnami is not a party, in any capacity, to the contractually established relationship between the Client and the Professional. Therefore, the Client and the Professional acknowledge that no responsibility can be attributed to Gosnami, particularly regarding the fulfillment of the contract and the compliance with contractual duties by the parties, or even for the presentation of a Professional to the Client or the submission of a quote to the Client on behalf of the Professional.

5.2 Similarly, no responsibility can be attributed to Gosnami for the contractual non-compliance of either party or for any non-contractual liability. Moreover, no responsibility can be imputed for any losses or damages that may result for either party.

5.3 Gosnami does not make any statement or provide any guarantee regarding the reliability, timeliness, quality, suitability, or availability of the services provided by Professionals. Gosnami does not guarantee the quality, suitability, safety, or capacity of the Professionals. The Client bears the full risk arising from the hiring of a Professional, in accordance with the maximum limits allowed by applicable law, except as otherwise established herein.

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## **6. Conflicts**

6.1 Conflicts arising from the relationships established between Clients and Professionals must be reported to Gosnami.

6.2 The information collected as a result of the previous paragraph is intended to enable Gosnami to improve and update the information related to those registered on its website.

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## **7. Penalties**

7.1 Gosnami has the right to clarify and investigate, on its own initiative and whenever it deems necessary, complaints of which it becomes aware, with the aim of assessing and deciding on the continued presence of Clients and professionals on its website and mobile application.

7.2 The use of the website and mobile application may be suspended for a certain period whenever a violation of the obligations of clients and/or professionals under this user agreement is demonstrated. In such cases, the possibility of using the credits of the involved Professionals is also suspended during the same period. The use of available credits is suspended until there is confirmation that the issue is resolved by both parties – professional and client. In case of non-resolution of the problem, the available credits will remain suspended.

7.3 Clients and Professionals may be permanently prevented from using the website whenever a violation of this User Agreement is demonstrated to have been sufficiently serious, either in terms of behavior, means used, or damages caused. Gosnami also reserves the right to withhold

acquired credits in other accounts created by Professionals who are prevented from using the platform.

7.4 Gosnami reserves the right to suspend or terminate the service provided by the use of its website to a Client or Professional whenever there is suspicion that they are violating or intending to violate the provisions of this User Agreement or applicable legislation.

7.5 The possibility of withholding already paid credits and the cases in which the return of the same to the respective professionals is anticipated are outlined in the credit return policy, which can be found [here](#).

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## **8. Payments**

8.1 For the use of the website and mobile application as a Professional, Gosnami charges the amounts specified on its page.

8.2 Invoicing at Gosnami is done electronically, using a program certified by the Tax Authority, under applicable legislation (IVA Code and Decree-Law no. 28/2019), and invoices are sent via email.

8.3 The use of the website by Clients is free.

## **9. Transitional and Final Provisions**

9.1 In the event that one or more clauses and provisions of this User Agreement are considered invalid, such invalidity does not affect the validity and application of the remainder.

9.2 The implicit or explicit violation by a Client or Professional of any provision of this Agreement determines the immediate cessation of access to the website and mobile application.

9.3 This User Agreement constitutes the entire agreement between Gosnami and Clients and Professionals, superseding all other preceding documents, including communications, exchanges of intentions, or any other agreements related to the same content.

9.4 Any communication made within the scope or for the purpose of the execution or compliance with this Agreement can be made via email, regular mail, or fax to the contacts listed on the website/mobile application and the information collected from users.

9.5 Any changes to the terms of this User Agreement must be in writing and brought to the attention of the counterparty. Acceptance is presumed if, after becoming aware of them, the use of the website and mobile application continues.

9.6 No provision of this Agreement constitutes or is capable of being confused with the establishment of any partnership, joint ventures, mandate, commission, or other relationship beyond that arising from the contractual bond established by adherence to this agreement.

## **10. Applicable Law and Jurisdiction**

This User Agreement is governed by Portuguese law.

For the resolution of any conflicts arising from this User Agreement, the jurisdiction of the district of Lisbon is competent, with express waiver of any other.