

1. INTRODUCTION

Welcome to FEMMATARO, property of Eric Sánchez Nogales, CIF-no. 38869484J, Cami del Mig 59 , 08302, Mataró, Spain.

FEMMATARO's mission is to make trade fairer and more equal with all businesses and services in our city, providing the opportunity to improve the visibility of all, offering product offers that you want to sell and offering it to consumers for purchase.

We provide the end user ("**Customer**") a tool to make their purchases of the products on offer.

These terms and conditions ("**Terms**") apply to any purchase and sale of Products made through our web pages or app ("**Platform**").

At the time of placing a Purchase Order (as provided below), the Customer accepts these Terms and, therefore, the Customer must review the Terms thoroughly before placing an order on the Platform.

The privacy and cookie policies of FEMMATARO, available at all times on the Platform, will be an integral part of these Terms and must be automatically accepted upon acceptance of them.

2. CONCEPT FEM MATARO

The Products are available to be purchased on the Platform, and Customers could purchase them by means of a Purchase Order (as provided below) on the Platform.

The Products will be purchased by the Customer when FEMMATARO confirms it throughout of a Reservation Confirmation, which will have previously been confirmed by the Merchant that sells the product (as provided below).

Once the Customer purchases the Product, and the Store accepts the Purchase, the Customer undertakes to be present at the Store at the time of Collection (as provided below) and, in turn, the

Store undertakes to offer the Product for delivery, as specified in these Terms.

FEMMATARO only manages the purchase of the Products on the Platform on behalf of a Store, and there will be no contractual relationship between FEMMATARO and the Customer in relation to the Products or their sale. FEMMATARO does not have any responsibility regarding the Products or the fulfillment of the contract between the Store and the Customer.

3. ACCEPTANCE

At the time of placing an order on the Platform, the Customer confirms that:

- has the legal capacity to enter into binding contracts,
- is a consumer who purchases for personal purposes and
- have 18 years old and owns a valid credit or debit card or other payment method available to make payments on the Platform.

By accepting these Terms, the Customer accepts that all contracts between the Customer and FEMMATARO and any related information necessary for the management of the Services are kept by FEMMATARO in accordance with the FEMMATARO privacy policy.

Likewise, with the acceptance of these Terms, the Customer agrees to receive E-mails and text messages related to any order made by the Customer. This is necessary in order to ensure that the Customer receives all relevant notifications related to the order.

FEMMATARO reserves the right to review and modify the Terms at the appropriate time. The Customer's order will be hold to the applicable Terms at the time the Customer places the order.

4. CONTACT INFORMATION OF FEM MATARO AND CUSTOMER SERVICE

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5. PRODUCT AND PRODUCT INFORMATION

FEMMATARO only facilitates the conclusion of a contract between the Customer and the Store and has no responsibility whatsoever regarding the Products or the fulfillment of the contract between the Store and the Customer.

FEMMATARO in no way manufactures, sells, buys, stores, manufactures, produces, processes, brands, packages, delivers or treats the Products. FEMMATARO has no responsibility for the fulfillment of the contractual obligations towards the Customer regarding the Products, including the manufacture, sale, purchase, storage, elaboration, production, processing, marking, delivery, quality, ingredients, allergens or treatment of the Products, and compliance with applicable legislation, unless FEMMATARO is explicitly designated as the manufacturer or seller of the Product on the Platform.

The Customer will be able to find information about the Products, as well as a description of them on the Platform. This information is only indicative and in order to provide the Customer with the most reliable information possible for the evaluation of the selected Products before making the purchase. There may be times when the Platform is not up to date and the actual range of products, stored items, etc. not indicated on the Platform. In these cases, FEMMATARO will not have any responsibility. The stores will be responsible for providing the information on the Products and ensuring that it is objectively accurate and up-to-date. FEMMATARO does not assume this responsibility and, therefore, has no responsibility for the content or availability of the information relating to the Products.

If the customer detects a Tare or defect in the product that he has bought from the Store, FEMMATARO will not be responsible for the claim or return of the product. The Store will be in charge of

solving the process for the faulty product. Each store will have a different return policy on products with damage or tare, letting the customer know when the product they have purchased is delivered or showing it on the store's purchase ticket. The customer and the Store must respect these policies, which will be specific for each Store.

If the Customer has any doubt about a warning regarding allergens, the composition of a dish or any other information on a menu, the Customer must confirm directly with the Store before placing the order. The contact information of the Store will appear on the Platform.

At the time of Collection (as provided below), the Store must provide the Customer with information on the list of ingredients, allergens and other information related to the labeling of the Product. Any Product acquired prior to its purchase through the FEMMATARO Platform, must be consumed immediately after Collection and / or as indicated on the Product Label or in the Store.

FEMMATARO will not assume any responsibility for the adverse reactions that Customer may suffer derived from the Products for whatever reason, including consumption contrary to the labeling or the information indicated directly by the Store.

FEMMATARO will not be responsible or liable for the non-compliance or delay in the fulfillment of the obligations related to the Products, including everything related to the manufacture, sale, purchase, storage, elaboration, production, processing, marking, delivery, quality, ingredients, allergens or treatment of the Products.

6. COMPRA DE PRODUCTOS

The list of active store will be available in the app. If the Customer has allowed the app to use location services, the app will track the Customer's location, and the list will show stores close to the Customer. Once the Customer has selected the Stores and the Product, they will have the opportunity to place their order by clicking on the purchase button or similar button.

The list is compiled only taking into account geographical criteria. The Customer has the possibility of filtering the results taking into account the availability of the Products to be purchased or by any other filter set by FEMMATARO.

The Stores indicated are those that are active on the Platform.

The publication of Products on the Platform is only an invitation to the Customer to make a purchase.

The purchase order made by the Customer through the Platform ("Purchase Order") will be considered a purchase by the Customer from the Store to acquire a Product.

The Reservation Order must be accepted by the Store at the time of Collection and, therefore, the purchase will be final and binding for the Store and the Customer from the Collection of the Product (as provided below), subject, not However, to the limitations of the cancellation rights due to the nature of the Concept, in accordance with what is described in the following clause 8.

The store may only upload offers on the platform, indicating the first price of the product and the offer price. FEMMATARO will not be responsible for the prices of any store, the stores will be responsible for uploading the offers and respecting the method of using the platform.

Stores that provide a service may only raise a fixed price for the service they are going to offer to the customer. It is totally forbidden to add a supplement to the price that has been uploaded on the platform, it will only be possible if the customer accepts it due to any change in the conditions of the offer. In case the supplement has not been notified and the customer wants to be charged, if the customer does not accept it, the Store will have to return the money. FEMMATARO is not responsible for the return of money for the irresponsible use of the Store, but it may expel and block the Store from the platform.

The store will be obliged to return the money, in case it does not have the product that the Customer has bought. FEMMATARO will not be responsible at any time, that the Store does not have the product available and has not updated its content on the platform.

7. CONFIRMATION OF PURCHASE

Once the Purchase Order is received, FEMMATARO will begin to process it by sending the notification to the corresponding Store. FEMMATARO will notify the Customer that the Purchase Order has been received ("**Purchase Confirmation**") and that its processing has begun. Please note that any confirmation page that the Customer finds on the Platform will simply indicate that the purchase has been received and that it is being processed, but not that the Store has prepared the product.

The Purchase Confirmation must be kept by the Customer. This will contain the information related to the purchase made by the Customer.

Please note that the Purchase Confirmation does not mean that the purchase is available at the Store, in fact, it is simply an acknowledgment of receipt of the Purchase Order.

When the Store accepts the notification of the confirmation of the purchase order, the Customer will be notified knowing that their product is waiting to be picked up.

8. RIGHT OF CANCELLATION

The Store indicates if the product can be returned in the same Store, indicating it in advance in the advertisement where the customer can buy the product. FEMMATARO is not responsible for product returns, FEMMATARO connects the customer and the Store for the purchase and sale of the product.

Once the Purchase Order is placed and it is accepted by the Store, there will be no possibility of canceling the Product Purchase Order. The customer will have to contact the Store for the subsequent return in the event that the Store indicates that it accepts returns.

If the Customer requests the return of the product outside the deadlines provided and notified by the Store, the Customer will not be entitled to any refund.

9. COLLECTION

Products purchased on the Platform must be collected by the Customer at the address indicated for collection ("**Collection**"). The Pick-up time will normally be a period of 10-30 minutes, however, it may be shorter or longer. The description of the Store and details on when and where the Products can be collected will appear on the Platform and will also be indicated in the Purchase Confirmation. If the Customer arrives at the Collection before the time specified for this purpose, they must wait outside the Store for the benefit of the other Customers of the same. If the Customer arrives too late, the Store may be closed and / or the Product no longer available.

At the time of Collection, the Customer will show their Confirmation of the Reservation in the FEMMATARO app to the employees of the Store, after which they will deliver the Products purchased. The Customer will be responsible for ensuring that the App Reservation Confirmation can be viewed at the Pick-up. The Customer must ensure that the Products and the number of Products delivered correspond to the Customer's reservation.

10. PRICE

All prices are indicated in the currency of the country in which the Store is located and include applicable VAT, however, they may exclude any administrative fee for online payment, unless otherwise specified.

Any fees related to the order and payment will be calculated and listed when the Customer places the Purchase Order.

Any value of the Products specified in the Platform is a minimum value with respect to the value that the Products would have if they had not been offered for sale as offers.

11. PAYMENT

The Customer may pay with different brands of credit and debit cards, as well as with other payment methods available on the Platform.

In case of using a credit or debit card, the Customer must enter their card number, the expiration date and the security code at the time of placing a Purchase Order.

At the time of placing a Purchase Order, the amount stipulated by the Store for the Products ("**Purchase Price**") will be authorized in the Customer's account (depending on the payment method chosen) ("**Account**"). The Purchase Price is charged to the Customer's account at the time of purchase of the Product. If the purchase is canceled in the allowed cases and with the requirements provided in clause 8 of these Terms, the Purchase Price will be canceled or the Customer will be reimbursed.

The Purchase Price is charged by the Store directly, FEMMATARO connects the Customer with the Store directly, ensuring that all payment processes are adequately fulfilled. FEMMATARO may amend, modify or restructure the payment procedure for its Customers, as it deems reasonable. For the safety of customers

The Platform uses Payment Service Providers that comply with PCI ("Payment Card Industry Data Security Standard"). Payment by credit or debit card on the Platform is safe and certified by the card issuer. All payments are made through an encrypted internet connection.

FEMMATARO does not store credit or debit card information. This information is processed by the Payment Service Providers. However, this information may be stored by the Payment Service Providers.

If the Customer's credit card or payment method is denied when attempting to pay for an order, the Customer should check that the information entered is correct.

If the Customer corrects the error and the credit card is still denied, FEMMATARO recommends that the Customer contact their bank.

Due to standard banking procedures, once the Customer has placed a Purchase Order with a credit or debit card and payment has been authorized, the bank or card issuer will issue the full amount of the Purchase Order. If the Purchase Order is

subsequently denied by the Store or canceled in accordance with the provisions of Clause 8 of these Terms, the bank or card issuer will not transfer the funds in favor of the Store and will instead reimburse them to the Customer, releasing the corresponding amount back into the Customer's available balance.

However, the Customer expressly acknowledges and accepts that this refund may take up to 10 business days (or more, depending on the bank or the issuer of the Customer's card), and FEMMATARO will not be authorized to make inquiries to the bank or the issuer of the Customer's card on specific aspects of the payment.

By accepting these Terms, the Customer accepts the payment method provided above and acknowledges and accepts that FEMMATARO is not responsible or liable to the Customer if the credit card they are trying to use is denied and / or due to the inability to make inquiries to the Customer. bank or the issuer of the Customer's card on specific aspects of the payment.

12. RIGHT OF COMPLAINT

In the event of a claim in relation to a Product, the Customer must submit the claim to FEMMATARO's Customer Service before taking any other action. FEMMATARO will process all claims as it deems appropriate, and any decision by FEMMATARO regarding claims will correspond exclusively to FEMMATARO.

In the event that FEMMATARO's intervention is not satisfactory for the Customer, these Terms will not limit the means available for the Customer to resolve the dispute it has with the Store in accordance with the protocols established by the Store and the applicable laws. . The Services are subject, among others, to the legislation on consumer and user protection and the legislation on the services of the information society.

All claims will be processed exclusively by FEMMATARO, and the Customer will formulate their claims against FEMMATARO and not against the Store.

The Customer must check the content of the Products upon receipt.

In the event of a claim, the Customer must contact FEMMATARO through the link provided for this purpose on the Platform and provide the information requested about the Products and the reason why the Customer is not satisfied. After receiving the claim, FEMMATARO will process it, seeking if deemed appropriate the collaboration of the Store, and the Customer will receive a response from FEMMATARO within 10 working days.

If the Customer is not satisfied with FEMMATARO's response, the Customer may file a claim with the corresponding consumer protection authority.

13. CUSTOMER REVIEWS

In particular (by way of example, but not limited to), the evaluations that the Customer publishes on the Platform may not:

- Contain defamatory, obscene or offensive material;
- Promote violence or discrimination;
- Infringe the intellectual property rights of a natural or legal person;
- Breach any legal duty to a third party (such as the duty of confidentiality);
- Promote any illegal activity or invade the privacy of others;
- Give the impression that they come from FEMMATARO; or
- Used to impersonate another person or to misrepresent your affiliation with another person.

FEMMATARO does not control, modify or edit any of the published ratings, except that the rating violates one or more of the above-mentioned prohibitions or is otherwise considered fraudulent.

The evaluations contained in the Platform are for informational purposes only and do not constitute any suggestion by FEMMATARO. Ratings reflect the opinions of customers who have placed an order through the Platform or other third parties, and the statements, suggestions or opinions made by these people are exclusively theirs. Therefore, to the greatest extent possible allowed by law, FEMMATARO does not assume any responsibility for the evaluations of any person, including but not limited to any error, defamation, obscenity, omission or falsehood that the Customer may find in said evaluations. .

FEMMATARO will be able to save the evaluations.

The Customer will not receive any compensation or benefit for making these evaluations through the Platform.

There may be a delay between the formulation of the valuation and the publication of the valuation.

14. CUSTOMER CONDUCT

Customers must show respect towards other Customers and the Store's personnel, as well as towards FEMMATARO's personnel.

The Customer is informed that, in the event of inappropriate conduct with respect to the Store, the other Customers of the Store or FEMMATARO, or if the Customer commits a crime against or in the Store in relation to the Service, or violates the code of the rules of conduct of the Store or of FEMMATARO or carries out any other similar conduct, FEMMATARO may prohibit, exclude or suspend the Customer from the Platform and the Services. The intervention of FEMMATARO does not deprive the Store of the means and rights at its disposal to obtain possible reparations.

15. LIMITATION OF LIABILITY

FEMMATARO will not be responsible for losses that result from or are in relation to (i) aspects for which the Store was responsible, (ii) third-party faults or for the non-attributable interruption of the availability of the Platform, (iii) orders placed by Customers using fraudulently obtained payment data or using a false identity (for example, "phishing" of credit card data, identity theft, etc.); (iv) the content of sites to which the Platform links, including the accuracy of third-party sites to which the Platform may link or the data protection of said sites; and (v) similar assumptions as provided in (i) - (iv).

FEMMATARO will not be responsible for the breach of its Services if this breach was caused by any circumstance beyond the control of FEMMATARO. These circumstances may be, by way of example, but not limited to, the interruption in the operation of FEMMATARO and / or the Store as a result of legislative changes, acts of the State or public authorities, acts of war,

terrorism, strikes, physical blockades , closures and natural disasters.

FEMMATARO will only be responsible for direct losses and in no case will it be responsible for indirect or consequential losses. In any case, except in the case of fraud or malicious conduct, FEMMATARO liability will be limited to the amount of 3,350 EUR.

This will also apply with respect to product liability.

16. INTELLECTUAL PROPERTY

The Customer may use the Platform and print and download the extracts thereof for their own non-commercial use in accordance with the following:

- The Customer must not misuse the Platform (including “hacking” or “scraping”).
- Unless otherwise provided, the intellectual property rights and copyrights of the Platform and with respect to the material published on it (including, but not limited to, photographs and graphic images) are the property of FEMMATARO or of stores. This material is protected by the treaties and the applicable intellectual property regulations. For the purposes of these Terms, the use of extracts from the Platform other than those provided in this section of this clause 16 will be prohibited.
- The Customer will not be able to modify the digital or paper copies of any material that he has printed in accordance with this clause 16 and, likewise, he will not be able to use images, photographs or any other graphic or audiovisual material or audio sequences separately from the text to whom they accompany.
- The Customer must ensure that FEMMATARO's status as the author of the material on the Platform is recognized and mentioned at all times.
- The Customer will not be authorized to use any of the materials on the Platform or the Platform itself for commercial purposes without obtaining a license from FEMMATARO to that effect.

Except as provided in this clause 16, the Platform may not be used, and no part of it may be reproduced or saved on another

platform or included in any private or public electronic recovery system or service, without the prior written consent of FEMMATARO.

17. LEGAL REGIME

These Terms (and any reservation and purchase of Products made under them) will be subject to the laws of the country in which the Store is located, from which the reservation or purchase was made.

Any dispute resulting from or related to these Terms will be resolved - in the event that the dispute cannot be resolved amicably - by the courts of the country where the Store from which the purchase was made is located.

Regardless of these Terms, the Customer may at any time file a claim with the corresponding consumer protection authority of the country in which the Store is located, from which the reservation or purchase was made.