

TERMS AND CONDITIONS

1.- Identification and acceptance

These terms and conditions regulate the access and use of the “FIBI” Application/Platform (hereinafter “**Platform**”), property of Find It Book It S.L. (hereinafter, “FIBI”), with registered office at Calle Orio 25 nº 1º3r, 08914 Badalona and Tax Identification number B-02797157.

Registration on the platform and/or the use of it implies that the User has read, understood and accepted, without any reservation, these Terms and Conditions.

2.- Object

FIBI is a Platform that connects Users and Salons, in this way Users when registering on the Platform can book an appointment in the closest Salons, consulting the map of the Platform that will allow them to narrow the search for closest Salons to the location that they wish or by enabling the Users geolocation on their Smartphone/terminal, in this way the Users can view the Salons closest to the location.

3.- Platform features: Users account

The User accesses at the FIBI Platform by completing all the required data in the registration form on the platform. In this sense, the User may register on the Platform, completing a registration form and establishing a Username, password, email and contract telephone number, as well as accepting these Terms and Conditions and the Privacy Policy of FIBI.

In this way, once the User accesses the Platform, all the Salons in their closest geographical area or in the area selected by the User will appear in their User account, providing the User with access to the profile of the Salons.

The profile of the Salons will show the different offers and services offered by the Salons (including prices), the hours of the Salons, information on the employees who will perform the services (name and picture), etc.

Likewise, in the profile of the Salon, the User will be offered the possibility of selecting and booking the services, the employee who will assist him and the time at which he wishes to go to the Salons according to his preferences.

The User guarantees that the data provided is true and is responsible for communicating to FIBI any modification thereof. The User will respond, in any case, to the veracity of the data provided, FIBI reserving the right to exclude from the services any User who has provided false data, without prejudice to the other actions that may proceed in Law.

Users are responsible for the proper custody and confidentiality of the Username and/or passwords that allow access to their account and undertake not to assign their use to third parties, either temporarily or permanently, or to allow their access to third parties.

By virtue of the foregoing, Users must immediately notify FIBI via mail info@finditbookit.es of any improper use of their Username and/or password, due to circumstances such as theft, loss or unauthorized access to them, so that FIBI can proceed to cancel or block them and/or disable them as soon as the improper use of your User account is established. If such events are not communicated, FIBI will be exempt from any liability that may arise from the improper use of Usernames or passwords by unauthorized third parties.

Navigation through the Platform will be free for all Users seeking Salon services but will require the creation of a User account.

4.- User conduct

Users undertake to make lawful, diligent, honest and correct use of all information and/or content they have access through the Platform, and all this under the principles of good faith and respecting always the current legislation and these Terms and Conditions.

The Platform offers the Users the possibility of uploading a photograph to their User account profile. This photograph will only be visible by the User, in no case will the Salons have access to it. FIBI does not assume responsibility for the contents nor does it confirm ownership of the copyright of the images that Users upload to the Platform. It is the responsibility of the User to ensure respect for the rights and permissions necessary for their publication on the Platform. Offensive, erotic, sexual or content that, according to FIBI's criteria, is in bad taste and does not fulfil the function for which it is requested is prohibited. Once these contents are detected, they will be eliminated and consequently, the User's account will be closed.

But without limitation Users must not:

- I. Communicate data that is not true, exact, complete and/or updated, or access the Platform using the name, identification data or password of another User or impersonate any person or identity.
- II. Use the Platform for fraudulent purposes or related to criminal offenses or illicit activities of any kind.

FIBI reserves the right to deny any attempt to access the Platform, cancel accounts, delete or modify content, or cancel the provision of services in cases or improper use of the Platform.

5.- Services

FIBI offers the services of search and reservation of previous appointment in those Salons that have registered in the FIBI Application. In this way, Users will be able to access the services offered by each of the Salons to make an appointment through the FIBI Platform, selecting themselves the Salons that suit their criteria, showing them ones that are closest.

In this way, the User will access the profile of the Salon that interests him the most and will select the service according to his preferences within the different offers and services offered by the Salon, also the User will have access (i) to the price of the selected service, (ii) to select the time and date of the appointment and (iii) the employee who provides the service.

Before confirming the appointment, the User will view a summary of the appointment at the Salon, which indicates: the selected Salon, the address, the date and time of the appointment, the price of the selected services, as well as the employee who will provide the services.

Payment for the services reserved through the FIBI Platform will be made at the selected establishment, that means, in person at the Salon selected by the User.

FIBI may send notifications to the User reminding them of the appointment at the selected Salon, if the User so wishes and confirms it once the reservation procedure is completed.

5.1. Services information

The data included in the descriptions of the different services and/or offers provided by each Salon and published by them in the FIBI Platform, have a merely informative function. Therefore, FIBI declines any responsibility for the appearance of errors in said information, although it undertakes to take all measures within its power to correct the errors or omissions as soon as possible after having been informed of them.

The User will be able to view through the Platform whole pack of services of each Salon, in order to select and make an appointment for the convenience service they wish to hire.

5.2. Appointments

The User, when requesting an appointment at a Salon, must complete the data required in the reservation procedure of the App. Likewise, the User will select the service they want and will have the possibility to choose the employee who provides the services, since they will have at your disposal the names and photographs of the Salon employees. The User according to their own preferences must choose the time and the Salon which will provide them the services.

Likewise, the Platform allows the User through their account to cancel and/or modify the previously booked appointment.

6.- Responsibility

The User agrees to use the Platform in accordance with current regulations and with these Terms and Conditions. Likewise, the User assumes exclusively the responsibility of having provided information contrary to the current legislation, as well as all damages and derived consequences, exempting FIBI from any responsibility.

FIBI does not grant any guarantee nor is it responsible, in any case, for damages of any kind that may arise from accessing or using the contents of the Platform. Among others, and by way of example and not limitation, FIBI is not responsible for the following circumstances:

- I. From the lack of availability, maintenance and effective operation of the Platform and its services or contents, excluding, to the maximum extent permitted by current legislation, any liability for damages of any kind that may be due to the lack of availability or continuity of the operation of the Platform.
- II. Of content and/or information included in the App about the services and/or offers provided by the Salons. The information published in the profiles of the Salons is the exclusive responsibility of the Salons, including the photographs and images of the premises. FIBI disclaims any liability if they do not correspond to reality.
- III. The satisfaction level of the Users with the services provided in the Salons.
- IV. Of the lack of usefulness of the Platform and/or the contents for any service.
- V. From the content of other web pages to which links placed on the Platform may be directed.
- VI. The existence of viruses, malicious or harmful programs on the Platform.
- VII. Of the illicit, negligent, fraudulent use, contrary to these Terms and Conditions or good faith, of the Platform or its contents, by Users, including an infringement of the intellectual and/or industrial property right of FIBI or of third parties.
- VIII. Of the incidents caused by the lack of due diligence on the part of the User or by the improper use of the Platform.
- IX. Of the publication through the Platform of information, comments and opinions that violate the rules mentioned in these Terms and Conditions, the applicable legislation or the rights of third parties.
- X. In cases of force majeure, understood as the failure, suspension or interruption of services or use of the Platform as a result of power restrictions, blocking of telecommunications or the internet network, actions or omissions of third parties, telecommunication operators or service, supply or transport companies or any

other causes or circumstances independent of the will of FIBI that prevent the normal use of the Platform.

7.- Suspension and cancellation of service

FIBI may suspend temporarily and with prior notice, accessibility to the Platform due to maintenance, repair, updating or improvement operations.

In particular, FIBI reserves the right to eliminate, limit or prevent access to its Platform when technical difficulties arise due to events or circumstances beyond the control of FIBI that, at its discretion, reduce or cancel the standard security levels adopted for the proper functioning of the Platform.

FIBI is not responsible for the lack of availability, maintenance and effective operation of the Platform, excluding to the maximum extent permitted by current legislation, any liability for damages of any kind that may be due to lack of availability or continuity of the operation of the Platform.

FIBI does not assume responsibility for the cancellation or suspension of services on the Platform for reasons that are not attributable to it. In any case, FIBI undertakes to solve the problems that may arise and to offer all the necessary support to the User to reach a quick and satisfactory solution to the incident.

8.- Intellectual and industrial property

All rights to the content, design and source code of the Platform and, especially, with an enunciative but not limiting nature, all right to the photographs, images, texts, logos, designs, brands, trade names, data that are included in the Platform and any other intellectual and industrial property rights are owned by FIBI, or by third parties who have expressly authorized FIBI to use them on its Platform.

Therefore and by virtue of the provisions of Royal Legislative Decree 1/1996, of April 12, which approves the revised text of the intellectual property law, regularizing, clarifying and harmonizing the current legal provisions on the matter, as well as in Law 17/2001, of December 7, on Trademarks and complementary legislation on intellectual and industrial property, the reproduction, transmission, adaptation, translation, distribution, public communication, including the method of making them available, is expressly prohibited of all or part of the contents of this Platform, in any medium and by any technical means, unless expressly authorized in writing by FIBI.

FIBI does not grant any license or authorization of use of any kind on its intellectual and industrial property right or on any other property or right related to the Platform, and that in no case will it be understood that the Users browsing access implies a waiver, transmission, license or total or partial assignment of said rights by FIBI.

Any use of these contents not previously authorized by FIBI will be considered a serious breach of intellectual or industrial property rights and will give rise to the legally established responsibilities.

9.- Protection of personal data

The data of the Users that are collected through the Platform are collected in order to be able to provide the services through the Platform.

FIBI takes the protection of Users personal data very seriously, and therefore undertakes to treat them in a confidential manner and to use them only for the indicated purposes.

The User grants their consent for the processing of personal data, necessary for FIBI to provide its services.

The User has the right to exercise their right of (i) Access, (ii) Rectification, (iii) Deletion, (iv) Opposition, (v) Data portability, (vi) Limitation of treatment, (vii) Right of forget, (viii) not to be the object of individualized automated decisions, at the following email address info@finditbookit.es indicating the reason for your request and providing a copy of your National ID card number.

Likewise, the User can also send their request by ordinary mail to the following address: Calle Orio nº 25, 1º3r, 08914 Badalona.

FIBI respects the privacy of its users and will ensure that personal data is processed in accordance with current legislation and complies with the security measures necessary to guarantee the security of the data processed, in accordance with the provisions of the Privacy Policy of FIBI that can be consulted at the following link: <http://finditbookit.es>

10.- Third party links

The platform may contain links or hyperlinks to web pages or applications owned by third parties. FIBI does not assume any responsibility for the content, information or services that may appear on said sites, and that in no case imply any relationship, acceptance or endorsement between FIBI and the persons or entities that own such content or owners of the websites where they are find.

11.- Modifications

FIBI reserves the right to make as many modifications as it deems appropriate in these Terms and Conditions, in which case Users will be previously notified. These modifications will be valid from their publication on the Platform.

12.- Safeguard clause

All the clauses or ends of these Terms and Conditions must be interpreted independently and autonomously, the rest of the stipulations not being affected if one of them has been declared void by a court ruling or final arbitration resolution. The affected clause or clauses will be replaced by another or others that preserve the effects pursued by the Terms and Conditions.

13.- Dispute resolution

These Terms and Conditions are subject to Spanish law. The parties, in accordance with Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, submit to the Courts and Tribunals of the User's place of residence.