

## 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 Salons has read, understood and accepted, without reservation, these Terms and Conditions.

### 2.- Object

This Platform has been developed by FIBI in order to offer Users and Salons an Application through which Users are given the possibility of: (i) viewing the offers and services offered by each Salon, (ii) check the price of the services, (iii) the person who will perform the service, as well as (iv) the times and dates available to attend the Salon. With all this information, the User can book their appointment at the Salon that best suits their preferences, offering the Platform the possibility of indicating to the User those Salons that are closest to their location.

To do this, the Salons will have to register on the Platform and create their profile detailing all the information about their services, mentioned in the previous paragraph.

The purpose of these Terms and Conditions is to regulate the relationship between FIBI and the Salons.

### 3.- Requirements

#### 3.1 Requirements:

To access the Platform, the Salon must create an account through an online form that must be completed with the data required in it.

In this sense, the Salon will be responsible for:

- i. Indicate your true, exact, current and complete data, as requested in the registration area of the Platform. Among other aspects, the Salon must indicate in the registration application form the name of the owner, email, password, name of the Salon and/or company name, address of the Salon, contact, information, information on services, hours, prices, employee data, bank details, etc.
- ii. Send to FIBI the documentation required during the Salon registration application process, in order to verify compliance with these Terms and Conditions.

#### 3.2 Salon account:

Navigation through the Platform will not be free for Salons. Salons must contract one of the offers listed in section 7 on this document.

It will be an essential requirement in order to access the Salon account, that the Salon correctly completes all the information requested in the Platform form.

If the Salon registers with false information, or does not provide the required documentation, they will not have the possibility of accessing their account. The use of third-party data without your prior consent is strictly prohibited.

#### **4.- Conditions of access of the Salon**

The Salon will have full responsibility for the use of your account. Consequently, it will be responsible for the proper custody and confidentiality of the Salons username and/or passwords that allow access to it and undertakes not to assign its use to third parties, either temporarily or permanently, or to allow access to unauthorized third parties.

By virtue of the foregoing, the Salon must immediately notify FIBI of any improper use of their Salon username and/or password, in the event of circumstances such as theft, loss or unauthorized access to them, so that FIBI can proceed to cancel or block and/or disable the Salon business account as soon as it is aware of the improper use of it. As long as such facts are not communicated to FIBI, it will be exempt from any liability that may arise from the improper use of the Salon and/or passwords by unauthorized third parties.

#### **5.- Use of the Platform and reservation of rights**

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

Likewise, the Salon is solely responsible for the information and content of the services and/or the offers published in the Salon's account on the Platform.

FIBI reserves the right to terminate those Salons that are misusing their account/profile of the Salon, performing fraudulent acts.

In the event that FIBI detects any anomaly or there are well-founded reasons that a Salon is carrying out any fraudulent acts that contravene good faith and these Terms and Conditions, FIBI reserves the right to terminate said Salon, and may also exercise all legal actions that may correspond.

FIBI reserves the right not to grant access to an account when it has reasonable and well-founded reasons to believe that a Salon has violated these Terms and Conditions.

#### **6.- Information about the services**

Each Salon within its profile, must complete all the requested fields in relation to the services and offers provided to Users, the price of the same, the approximate hours dedicated to each service and a small description of each service.

The descriptions of the services and/or offers included in the Platform are for informational purposes only. FIBI declines any responsibility for the appearance of errors in said information, although it undertakes to take all the measures that are within its power to correct as soon as possible, errors and/or omissions that may exist once having knowledge about them.

Likewise, in the profile of the Salon, it must include the identifying data of the employees who provide the services offered on the Platform, in order that the User knows and/or can choose which employee will provide the services. Likewise, photographs of the employees may appear, in this sense, it is the exclusive responsibility of the Salons that their employees have previously granted their consent for the use on the Platform. The use of the photograph of the employees will be solely for the purpose of the User knowing and identifying the employee who will provide the services.

In addition, in the account and profile of the Salon, the Salons will have the possibility of uploading images and photographs of their Salons to the Platform. FIBI declines any type of responsibility in terms and intellectual property, the content of the photographs of the locals, in the event that they do not correspond to reality.

Other services offered by the Platform to Salons are:

- Visualization of a calendar where all appointments are reflected.
- Possibility of activating notifications that warn of scheduled appointments.
- An analysis that details and allows you to view the appointments that each employee has or has had, daily, weekly and monthly, which in turn reflects the amount billed for services by each of them.
- Information on the offer signed by the Salon, as well as invoices, bank information and details thereof.
- The management and control of several Salons.

## **7.- Subscription plans**

Prior to the completion of the registration process by the Salons on the FIBI Platform, the Salons must subscribe to one of the offers. FIBI offers Salons different types of offers when hiring the services provided on the Platform.

In this sense, the different subscription offers will vary depending on the number of employees of each Salon. The Salon will have a two-month trial of the Platform, subsequently the subscription to the offer will be depending on the number of employees of the Salon.

The prices established according to the number of employees of each Salon are detailed below.

Subscriptions plan	Employee	Prices
Basic Plan	1	8,26€
Recommended Plan	2-3	13,21€
Premium Plan	>3	20,99€

On the other hand, in the case of an owner of several Salon, the price will be calculated based on the total subscriptions, that is, the sum of the subscriptions contracted by each Salon.

All the prices of the services detailed above and indicated through are expressed in Euros (€) and do not include VAT and other taxes that may correspond. Likewise, the prices indicated in this document may undergo changes and/or modifications, in any case FIBI reserves the right to make as many modifications as it deems appropriate in these Terms and Conditions, in which case Users will be notified, in accordance with the provisions of section 13 of this legal text.

Payment will be made by credit/debit card, following the instructions on the purchase form. Within twenty-four (24) hours, FIBI will send an email to the Salon, confirming the details of the contracting of the offer made. Said email will detail the characteristics of the service/offer contracted, its price, the data of the option chosen to make the payment of the contracted services, as well as the corresponding invoice or proof.

Salons are guaranteed that the payment process is carried out with absolute security, in accordance with the protocols and security services required. The Salon must notify FIBI of any undue or fraudulent charge on the card used for the hiring, by sending an email to [info@finditbookit.es](mailto:info@finditbookit.es) in the shortest tie possible so that FIBI can take the appropriate steps.

## **8.- Exclusion of liability**

FIBI does not grant any guarantee nor is it responsible, in any case, for damages of any nature that may arise from the use of the Platform by the Salons.

Among others, and by way of example and not limitation, FIBI is not responsible for:

- Faults and incidents caused by the lack of due diligence on the part of the Salons or by the improper use of the Platform.
- All the information and/or content of the offers and services, images of the Salon, authorization of the employees of the Salons for the photographs of the same published in the account and/or profile of the Salon on the Platform.
- The degree of satisfaction on the part of the Users for the services provided in the Salons.

- On the employment situation and/or the hiring regimes of the Salons employees.
- 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 the lack of availability or continuity of the operation of the Platform.
- The illicit, negligent, fraudulent use, contrary to the terms of these Terms and Conditions of the Platform by the Salons.
- Cases of force majeure, understood as the failure, suspension or interruption of the services or use of the Platform, as a consequence of the blocking of the internet network, actions or omissions of third parties, or any other causes or circumstances independent of the will of FIBI that prevent the normal use of the Platform.
- The cancellation or suspension of services of the Platform for reasons not attributable to FIBI.

In any case, FIBI undertakes to offer all the necessary support to the Salons to reach a quick and satisfactory solution to the incident.

## **9.- Suspension and cancellation**

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 nature 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 Salons to reach a quick and satisfactory solution to the incident.

On the other hand, if for any reason, the Salon decides to terminate this agreement with FIBI, the Salon must process the cancellation of the subscription from the Platform. Likewise, once FIBI receives the subscription cancellation request, it will send the Salon an email confirming the cancellation of the subscription.

## **10.- Intellectual and industrial property**

All rights to the content, design and source code of this Platform and, especially, with an enunciative, but not limiting, all rights to photographs, images, texts, logos, designs,

brands, trade names, data 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 the 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 (in hereinafter, “Intellectual Property Law”), 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 is expressly prohibited, public communication, including its method of making available, all or part of the contents of the 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 rights or on any other property or right related to the Platform, and in no case will it be understood that the access and navigation of the Salons implies a waiver, transmission, license or total or partial assignment of said right of 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.

## **11.- Data protection**

The parties undertake to comply with European and Spanish regulations on data protection, specifically regulation (UE) 2016/679 of the European parliament and of the council of April 27, 2016 regarding the protection of natural persons in regarding the processing of personal data and the free circulation of these data and by which directive 95/46/CE (General Data Protection Regulation) is repealed, as well as Organic Law 3/2018, of December 5, protection of personal data and guarantee of digital rights, regarding those personal data to which they may have access as a result of the contractual relationship.

The parties respect the privacy of the Users and will ensure that personal data is processed in accordance with current legislation and that they comply with the security measures necessary to guarantee the security of the data processed, in accordance with the provisions of the FIBI Privacy Policy and Salons policy.

## **12.- Hyperlinks**

The Platform may contain hyperlinks that allow Salons to access third party web pages. FIBI does not assume an responsibility for the content, information of services that may appear o said sites, which will be understood to be offered exclusively for informational purposes by FIBI, and that in no case imply any relationship, acceptance or endorsement

between FIBI and the people or entities that own such content or owners of the sites where they are found.

### **13.- Modifications**

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

### **14.- Safeguard clause**

All the clauses or extremes 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 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.

### **15.- Applicable Law and Jurisdiction**

These Terms and Conditions will be interpreted and governed in accordance with Spanish law. For the interpretation and resolution of conflicts that may arise between the Salon and FIBI due to any discrepancy, question or claim resulting from the execution or interpretation of these Terms and Conditions, they submit to the jurisdiction of the courts and tribunals of Badalona.