

# Legal Notice and Terms and Conditions of Use for services provided by the Online Booking site

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The website [onlinebooking.ikosoft.com](http://onlinebooking.ikosoft.com) is maintained by:

IKOSOFT SA

with a capital of 245,869 Euros

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Registered with the Trade and Companies register (RCS) of Aix en Provence under the number 821 656 410

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Access to, use of and all bookings made on the Online Booking website accessible via the URL [www.onlinebooking.ikosoft.com](http://www.onlinebooking.ikosoft.com) as well as the identity of the concerned business (hereafter “The Website”) implies recognition and acceptance without reservation or condition of the general Terms of Service (hereafter ToS) applicable to all services of the Website.

The objective of these ToS is to define the terms and conditions of the provision of online purchase and booking of services for hair and beauty salons, spas, wellness centres and other professions providing online reservation access (hereafter “Professionals”) by IKOSOFT to end users of these businesses.

IKOSOFT reserves the right to modify the ToS at any moment. In case of any modification, the new version of the ToS will replace the previous version and will be distributed and applied automatically to all Users.

IKOSOFT reserves the right to modify these ToS at any time by publishing a new version on the Website. In case of any modification of the ToS, the applicable ToS will be those in force at the date of order and which are present on the Site prior to the order.

The Website is reserved for natural persons capable of entering into a contract according to French and European law. Any such person who accesses or visits the Website and/or uses any of its functions is considered a user (hereafter “User”).

## ARTICLE 1 - DESCRIPTION OF SERVICES

IKOSOFT provides Users free access to and use of the Website in order to benefit from the following services (hereafter “Services”):

### 1.1 Booking an appointment for hair and beauty services

The Website allows the User to make a booking with a Hair and Beauty Professional in partnership with IKOSOFT (hereafter “Appointment”).

When a User proceeds to book an Appointment on the Website, the booking can be made either directly on the Website or via the Professional in question.

When the Appointment is booked with a Professional who has enabled online booking, this booking action is free of charge. The appointment is written directly into the electronic appointment book of the Professional. A confirmation text message (SMS) followed by a reminder (SMS) will then be sent to the User if the Professional has enabled these options.

If the appointment can be booked online, the availability of the Appointment is made known as soon as the User makes the booking request. IKOSOFT cannot in any way guarantee the Appointment as the proposed bookings are dependent on the Professional having correctly maintained his or her appointment book. If a case should arise where a booking cannot be honoured, the Professional can contact the User to propose another time slot.

Once the Appointment is booked on line, the User is informed and accepts that his or her personal data is transmitted to the Professional in question, conforming to article 6.2 of the current document.

IKOSOFT acts solely as an intermediary between the User and the Professional, therefore any dispute between the parties must be handled directly by the User and Professionals themselves.

### 1.2. Associated personalised services

The client account created by the User upon making the order, in accordance with item 2.1 of the present document, allows for the User to purchase gift vouchers or book an Appointment without having to re-enter his or her login details, as well as view his or her appointment history.

## ARTICLE 2 – PROCESSING THE ORDER

### 2.1. Creation of a client account by the User

Any User may browse the Website without any obligation.

However, if a User wishes to avail of the Services proposed by the Website, he or she must create a client account. When creating this account, the User must provide the following information in a precise manner, so that the order can be processed:

- Email address,

- Password,
- Last name,
- First name,
- Telephone number (mobile number mandatory for account verification using an SMS confirmation code),
- Gender,
- Postcode.

## 2.2 Banking data security

When a purchase, payment or prepayment is made, IKOSOFT informs the User that the amount will be charged to his or her credit or debit card in the local currency of the User. The following cards are accepted: VISA, MASTERCARD and CB. Payment security is guaranteed by Stripe®, whose conditions are available on the website [www.stripe.com](http://www.stripe.com).

In certain cases, the User must enter a 3D SECURE verification code sent by the issuing bank to authenticate the payment. The User understands and accepts that IKOSOFT sends this information to the User's bank to verify and accept the payment.

## 2.3. Changing or cancelling an appointment

If a User wishes to reschedule or cancel an appointment, this can be done from his or her account. The User must consult the ToS of the Professional which are displayed when confirming the Appointment in order to know the allowed minimum notice period for cancelling an appointment without charge.

## ARTICLE 3 – USER OBLIGATIONS

The User must make all necessary verifications before proceeding to request an Appointment with the Professionals present on the Website.

### 3.1. Providing precise, complete and up to date information

The User undertakes to provide precise and complete information and to keep this updated, in particular any information relating to his or her identity when creating an account and, if required, correct information for the chosen payment method.

### 3.2. Respect of intellectual property rights connected to the Website

IKOSOFT holds all intellectual property rights connected to the Website in all functions and especially, but not limited to, the source code, the graphical interface, branding, logos, multimedia content and databases.

Consequently, any reproduction or representation, be it in whole or in part, of the Website or any of its composite elements is forbidden as is any alteration of the same.

To this end, the User must not cause prejudice, by any means, to any item covered by the intellectual property rights of the Website, notably:

- reproduction and/or representation of any element of the Website such as text, images, photos, illustrations or documents on any support media;
- adapting, rearranging, editing, correcting, associating, translation into any human or programming language, publishing and sale for free or for payment, reselling any or all parts of the Website by any means or in any format.

Under the present Contract, IKOSOFT grants the User the non-exclusive and non-transferable right to use the site for the duration defined in Item 4 ‘Duration – Termination’ and without limit of geographic location.

The User may only use the Services in accordance with his or her needs and the documentation.

In particular, the licence relating to Services is granted for the sole purpose of allowing the User to use the Services and excludes all other possible uses.

## ARTICLE 4 - DURATION – TERMINATION

### 4.1. Duration

This contract takes effect once it has been accepted and covers an undetermined period.

If the User is simply consulting the Website, acceptance is implied from the moment the site is consulted, with the ToS freely accessible.

In the case of account creation, in order to avail of the Services, acceptance is implied once the account has been created.

### 4.2. Termination as decided by IKOSOFT

Where a User is in breach of any of the conditions of these ToS, IKOSOFT may terminate the ToS at any moment without notice or compensation, by email or registered letter sent to the address provided by the User with no other legal or extrajudicial proceedings.

### 4.3. Termination as decided by the User

A User closing his or her account is considered as termination of same. The present ToS continue to apply nonetheless until the account has been permanently and officially terminated, notably once any Service orders or Appointment bookings have been completed prior to closure of the account.

## ARTICLE 5 - RESPONSIBILITY

### 5.1 Responsibility of the Professional

\* Published content

All content, be it published content or press releases for public or private consumption, fall under the sole responsibility of the Professional who publishes them and uses them entirely at his or her own risk.

## 5.2. Responsibility for products, services and/or business practice

IKOSOFT cannot guarantee in any way the products, services or business practices supplied by the Professionals present on the Website. IKOSOFT cannot provide a satisfaction guarantee to the User with regards to the products, services and/or business practices ordered from a Professional through the Website.

Massages are offered on the Website.

The User recognises and accepts that the term “massage” does not in any way correspond to the legal definition given by the regulatory provisions of article R. 4321-3 of the French public health code (Decree no. 2004-802 of the 29<sup>th</sup> of July 2004 - JO from the 8<sup>th</sup> of August 2004). As a reminder, medical, sports or therapeutic massages can only be carried out by doctors or physiotherapists. The term “massage” is used on the Website as a generic term to describe any manipulation, treatment or modelling solely for relaxation or beauty purposes and excludes all practices which could be construed as medical, therapeutic or sports massage. Unless expressly communicated by the Professional and confirmed by the User, massages are not performed by a doctor or physiotherapist.

In case of pregnancy, regardless of the treatment offered, the User should ask the advice of her doctor and of the Professional who will perform the treatment. The same applies to vulnerable persons including, but not limited to, elderly clients, persons with heart or blood pressure problems, persons with allergies, etc.

In the case of minors, their parents must check if access to the salon is authorised for them.

### \* Internet stability

Given the many variables involved in maintaining a stable internet connection, over which IKOSOFT has no control, IKOSOFT will make every effort to ensure continuity of service. IKOSOFT cannot be held responsible in case of loss or damage pertaining to a temporary access issue with the Website’s Services.

Given the nature of the internet, the User recognises that it is impossible to guarantee that all data transmitted is entirely secure. To this end, IKOSOFT cannot be held responsible for any incident which constitutes an attack on security and data protection. IKOSOFT nonetheless guarantees to use all methods at their disposal to guarantee the highest level of security and employs a secure data encryption system for Online Service payments.

The User accepts that, in general and within the bounds of current technology, each time personal information is transmitted online, this information could be collected and used by third parties. As a result, the User absolves IKOSOFT of all responsibility or prejudicial consequence of use by third parties of information exchanged via communication tools (notably reviews) offered by the Website.

### \* Changes to the Website

All information contained on the Website is subject to change at any time, given the interactive nature of the Website, with no consequential change to the responsibility of IKOSOFT and this is accepted and recognised by the User.

The User accepts that photos used on the Website are non-contractual.

The availability of an Appointment is checked in real time, digitally and at the physical resource, the offer of and/or a service is then digitally locked in. Nonetheless, IKOSOFT cannot verify the exactness of the information collected in real time from the Professional and can in no way be held responsible if the User is unable to complete the Appointment in question, on the scheduled date and time.

## ARTICLE 6 - MISCELLANEOUS PROVISIONS

### 6.1. Convention of proof

Given the nature of their exchanges and in particular the paperless nature of their relationship, IKOSOFT and the User accept that the data stored in the IKOSOFT system shall, in case of litigation, be considered as proof.

### 6.2. Protection of personal data

IKOSOFT undertakes to respect the legislation in force with regards to the protection of personal data.

#### \* CNIL

In accordance with updated Law no. 78-87 of the 6th of January 1978, on Information Technology and Freedom, Website Users' personal data is subject to automated collection and processing, access to which is limited to nominated IKOSOFT staff and the specified Professional, so as to allow access to and use of the Website by the User as well as to facilitate the provision and management of Services requested by the User, the goal of which is to allow the User to benefit, with his or her prior consent, from bespoke information and services ("Deals").

In accordance with the provisions of article 38 and pursuant to this law, Users are granted the right to information, communication and correction in the case of erroneous personal data. Users who provide legitimate reason also have the right to oppose the collection and processing of their personal data.

To exercise these rights, the User must address his or her request by email to the relevant Professional which is listed in the ToS available at the point of confirmation of the Appointment.

#### \* Cookies

The User is informed that "cookies" are stored on his or her computer, mobile telephone or tablet when connecting to the Website.

A cookie is not used to identify a User. However, it does store information related to the browsing history of the computer on the Website (pages viewed, date and time of viewing, etc.) which can be used during later visits in order to facilitate the user-

friendliness of the visit and improve the provision of Services. The maximum duration of the storing of this information on the computer is one (1) year.

The User may choose, at any time, to disable these cookies or configure his or her browser so as to be notified of all cookies stored and permitted to choose whether or not to accept such cookies. The User may also decide to accept or refuse these cookies on a case by case basis or to refuse them systematically.

Nonetheless, IKOSOFT reminds Users that configuring cookies may modify access conditions to the Website and Services which require the use of cookies.

The User may restrict the use of cookies by changing the settings of his or her browser in the following manner:

For Internet Explorer :

- Click Tools in the upper section of the browser window and select Internet Options.
- Click on the Privacy tab.
- To enable cookies, move the slider to Medium or a lower setting.
- To disable cookies, move the slider to the top in order to block all cookies.

For Firefox :

- Click Tools in the browser menu and select Options.
- Select the Privacy tab.
- To enable cookies, tick the box marked Accept cookies from the site.
- To disable cookies, untick the box marked Accept cookies from the site.

For Chrome :

- Click the wrench icon in the browser toolbar.
- Select Settings.
- Click on Show Advanced Settings.
- In the Privacy and Security section, click on the site settings button.
- To enable cookies, select Allow data storage in the Cookies section.
- To disable cookies, select Block third party cookies in the Cookies section.

For Safari :

- Select the Preferences tab then click on Privacy.
- In the section marked Block Cookies, indicate that Safari should accept site cookies and under which conditions.
- To see an explanation of each option, click Details.
- To see which websites stock cookies on your computer, click Details.



To restrict cookies in other browsers, the User should consult the official website of the browser or device manufacturer or consult the supplied documentation and follow the instructions.

#### \* Solicitation

Users making reservations on the Online Booking Website and who pay for an order are considered to be accepting the receipt of promotional offers on the part of the Professional concerning products or services related to those purchased. The User may, however, rescind this authorisation at any time by sending an email to the Professional in question.

### 6.3. Applicable law and legal jurisdiction

Any disagreement which may arise from these ToS concerning, for example, the formulation, enactment, interpretation or validity will be referred to French law. Parties will attempt to resolve amicably and difficulties of interpretation, enactment or disputes relative to the present ToS and generally relating to access to the Website and use of Services.

Should no amicable resolution be possible, the relevant legal body can be called upon.

### 6.4. Translation - Partial invalidity - Dissociation – Titles

Where these ToS are reproduced and translated into another language, only the original French version will be legally binding.

Should any provision of the present ToS be declared null, illegal, unopposable or inapplicable in whatever manner, the validity, legality or application of other provisions of these ToS would in no way be affected or altered; the remaining stipulations of these ToS being completely valid and applicable.

The headers and subheaders which appear in these ToS are included purely for convenience. It is expressly agreed between the parties that these headers and subheaders can in no way be used to interpret any provision whatsoever of these ToS.

Should either party not insist on the application of any provision of the present Contract or allow for the non-execution, temporary or permanent, thereof, this should in no way be interpreted as a renouncement on behalf of that party to exercise his or her rights under the present Contract. Should one party make allowance for the non-execution or partial execution of the Contract or, in a general manner, allow any act, omission or dereliction of the other party which is not in conformity with the provisions of the present Contract, this does not confer any rights whatsoever on the party which benefits from any such allowance.

Both parties recognise that they are acting in the role of independent co-contractors. The present Contract cannot result in the creation of a company or association of any form.