

## General Terms and Conditions

This page establishes the terms and conditions for the <https://doinn.co> online intermediation platform use, Doinn S.A. ("Doinn" or "us") with headquarters on Rua Tenente Valadim, no. 17, 2º F, 2560-275 Torres Vedras, Portugal and company identification no. 513533354.

Doinn online intermediation platform is destined to be used by business users - regardless them being service providers or service buyers such as property managers - acting for purposes within their businesses.

### Scope

1.1. For the purpose of this document, the "Users" are natural and legal persons that have registered on the platform and whose registration has been confirmed by Doinn.

1.2. When accessing, browsing and using our platform, the User acknowledges that he/she has read and agreed to these Terms and Conditions and to the Privacy and Data Protection Agreement ("DPA") which are incorporated herein by reference and are available at <http://doinn.co>

1.3. Doinn retains the right to amend these Terms and Conditions, unilaterally, whenever it sees fit, either for legal or economic reasons.

1.4. Any change to these Terms and Conditions does not affect the products or promotions agreed upon or ordered before the aforementioned changes

1.5. For the purposes of this document, the service providers ("Suppliers") are those which are available on the platform.

1.6. The Suppliers have a contractual relationship with the User who orders a service through the platform, and they assume all the responsibility for carrying out the services, including extracontractual liability as defined in applicable laws.

### The registration process

2.1. The mediation agreement between Doinn and the User is entered into by means of a User's registration on the Doinn platform, followed up by an email confirmation sent by Doinn to the User

2.2. The User registration is required in order to use the Doinn platform, the registration is free and requires a prior acceptance of these General Terms and Conditions. The formalization of the agreement between Doinn and the User requires a confirmation email sent by Doinn to the User.

2.3. The registration should be made on behalf of individuals or legal entities. The

registration on behalf of a legal entity (e.g. commercial companies, partnerships or institutions) must be performed by an individual empowered to do so.

2.4. The User shall provide and keep up-to-date all the data necessary for the Doinn platform registration, in a complete and correct way, namely, by registering his/her name, a valid e-mail address, the company name and the authorized representative name (if applicable).

2.5. By accepting the Terms and Conditions, the User also agrees to receive newsletters from Doinn and other similar information by email. The User may revoke his/her consent at any time and at no cost.

### **Doinn and Supplier's duties**

3.1. The Doinn platform is an online intermediation platform where Users can purchase services from registered Suppliers. Doinn eases this process by implementing commercial strategies, providing customer support, online payments and invoice issuance, but it's not a party to the service contracts promoted or mediated by Doinn.

3.2. The Supplier is responsible for ensuring the agreed services provision upon a User request, in accordance with the quality standards required for each market, being a sole responsible to Doinn and to the User.

3.3. At the time of registration, Doinn requests relevant documents relating to company registration and insurance from the Supplier such as (but not limited to):

3.3.1. Articles of Incorporation (if applicable), company registration number confirmation or employer identification number confirmation;

3.3.2. ID copy of the representative, executive and/or director of the Supplier;

3.3.3. Public liability insurance copy of the Supplier.

Personal data files such as the ID copy of the representative, is used solely for the purpose of validation and is not stored on the Doinn platform.

3.4. Suppliers are assigned to the service on the permanent basis, unless Supplier and/or User specifically requests to be dissociated from this specific contractual relationship, based on the following criteria:

3.4.1. Location of the property

3.4.2. Services requested for the property

3.4.3. Availability of the Supplier

#### 3.4.4. Other criteria.

3.5. Doinn cannot ensure, due to the architecture of the platform, that the identity of the Suppliers is clearly visible prior to the purchase of the service by the User, however, it is visible in any communications between the Supplier and the User made via the Doinn platform and/or app, regarding the service ordered.

3.6. Doinn does not interfere with the acceptance or rejection of a service, this decision is exclusively done by the Supplier

3.7. The services are exclusively performed by registered Suppliers. Doinn is not a party of the service agreements between Users using the website.

3.8. Doinn mediates to ensure that the cleaning service is provided under the agreed conditions and may apply measures of control and sanctions as seen in the Terms and Conditions.

3.9. The Supplier is solely responsible for any damages that occur during a service provision or any delay therein. Any complaints must be made by the User within 48 hours of the carrying out of the service.

3.10. The obligation to keep the apartment keys is the sole responsibility of the Supplier, being therefore responsible for the replacement or theft costs associated with the loss or damage thereof.

3.11. Doinn reserves the right to suspend or terminate a Supplier's account if it does not comply with the tasks list, the specifications required by the Users or if it doesn't provide the services with the quality required.

#### **User Obligations, concerning the User account and the system integrity**

4.1. The User is solely responsible for the purchases made on the platform through his/her platform account.

4.2. The User account is for the User own and exclusive use and he/she must keep his/her password confidential.

4.3. The User is responsible for all actions performed on his/her account.

4.4 The user is solely responsible to ensure that the information supplied to the doinn platform for their account is current and accurate. This includes but is not limited to: The Address, number of bedrooms, bathrooms and any other information that pertains to or would impact the billing of services to suppliers.

4.5. In case the User becomes aware that a third party has accessed his/her data or account, he/she must immediately notify Doinn, so that Doinn can take the necessary action to clarify the situation and avoid damages arising from this, namely, the indefinite suspension of the User account or even its termination.

4.6. The User agrees to make the retroactive overtime payment, if the apartment is excessively dirty, if the cleaning team has to wait for the guests to leave, or if the guests arrive more than one hour after the scheduled time for the check-in/out. The Supplier shall inform the User through the Doinn platform, as soon as possible, which, in any case, may not exceed 24 hours following the occurrence thereof.

4.7. The User agrees to adapt his/her systems and programs for the use of the Doinn platform, providing security and integrity for the proper functioning of the Doinn platform.

4.8. The User undertakes to make available and in good preservation conditions in the apartments the following items, adequate and ready to be used by the Supplier's teams:

- Mop and bucket
- Dishwashing soap
- Vacuum cleaner
- Chlorine-free detergent
- Bing bags

4.9. The User hereby undertakes not to enter into any contracts, directly or by means of any other entity or platform (other than Doinn or belonging to Doinn) with Doinn's Suppliers for rendering the same services provided by or through Doinn or its platform.

4.10. The User is hereby informed that the Supplier is fully responsible for the keys of the properties, including if they have delivered them to a Doinn employee. The Supplier is responsible for compensating the User for costs related to the loss or damage of keys.

4.11. The file of any kind of information, sent or published by Doinn and required for legal purposes is of the sole responsibility of the User.

### **Linen rental terms and conditions**

5.1. The User agrees to order and use at least one linen rental cleaning service per month per each bed (per each rented linen set), so that it can be replaced in order to guarantee its maintenance and replacement.

5.2. The User acknowledges any rental linen(s) are to be laundered solely by the Linen Supplier and agrees not to wash and will take the necessary precautions to ensure that the linen is not washed by any third parties (e.g. guests).

5.3. The User will be charged for lost or damaged items at a rate determined by the Supplier.

5.4. Doinn reserves the right to suspend or exclude any User as a result of the Terms and Conditions breach or non-compliance with a legal provision or any other facts that may jeopardize the contractual relationship continuity.

5.5. Doinn reserves, at any time, the right to assert its rights, interests and claims, by using the appropriate legal mechanisms.

### **Intellectual Property Rights**

6. No transfer of ownership of any Intellectual Property right will occur under these Terms & Conditions.

### **Management of Content and Rights**

7. Content provided through and by Doinn is protected by copyright (reserved rights). The platform is usually accessible and can be accessed individually through a web browser. The use of technologies such as crawlers or similar programs, whose purpose is not only content indexing, but also mass access is forbidden, as it is also not allowed to save platform content. This paragraph provisions also apply, in particular, to technologies that allow images capture during a call and other third-party services.

### **Site availability and amendments**

8.1. Doinn does not guarantee that the platform is always available. However, it undertakes to do its best to keep the platform operational with as few interruptions as possible and commits to continue developing it.

8.2. Doinn may temporarily restrict the platform use for reasons concerning security, integrity, capacity limits, or technical issues.

### **Third party site(s) liability**

9. The platform page may also include links to third party websites, which contents are unknown to Doinn. Doinn provides these links on an as-is basis to facilitate access and is not responsible for their content, nor does a link imply endorsement of any views or opinions expressed on such websites.

### **Processing of Reservations and Payments**

10.1. The default payment method on the Doinn platform is prepayment with a credit or a debit card or with a PayPal account, through the Braintree platform, depending on the location where the services are provided by the Supplier.

10.2. For prepayments, payments are made at the time of placing the order for the service. By default, unpaid orders are invalid and are not processed.

10.3. The User can request to pay in post-payment charged during the first 5 days of the month following the period of billing, by direct debit or credit card.

10.4. Doinn reserves the right to reject the request of post-payment with no additional explanation given to the User.

10.5. Doinn reserves the right to suspend the post-payment option previously authorized if there are any unpaid or rejected debits or payments. Any costs incurred due to unpaid or rejected debits will be passed on to the User.

10.6 For post-payment with credit card, the User authorises Doinn, S.A. and its affiliated companies, to send instructions to the financial institution that issued the User's credit card to take payments from the card account in accordance with these Terms & Conditions and the amount billed for the services executed according to the User's dashboard.

10.7. For post-payment by direct debit, the User authorizes Doinn, S.A. and its affiliated companies, to send instructions to the financial institution to take payments from the account indicated by the User in accordance with these Terms & Conditions and the amount billed for the services executed as stated on the User's dashboard. Direct debits are processed through the SEPA direct debit - directly or through the Stripe Connect or GoCardless payment systems, depending on the location where the services are provided by the Supplier.

10.8. Regardless of the payment method, the User can cancel or change the date and/or the time of the service in the platform up to 48 hours before the planned time. If the service is canceled up to 48 hours before the service, the User will receive a credit on the platform. Credits are not refundable. In any other case, the total payment previously agreed for the service is therefore due.

## **Invoicing**

11.1. Doinn S.A. issues, in its name, invoices destined to the Users for the services provided in Portugal. Sometimes, e.g. when the payments are processed by the Stripe Connect payment system or when it has been agreed as so between the parties, the invoices destined to the Users can be issued directly by Suppliers.

11.2. Doinn SL issues, in its name, invoices destined to the Users for the services provided in

Continental Spain. Sometimes, e.g. when the payments are processed by the Stripe Connect payment system or when it has been agreed as so between the parties, the invoices destined to the Users can be issued directly by Suppliers.

11.3. For services provided in any other countries or territories, the invoices destined to the Users are issued directly by the Suppliers.

11.4. None of the points above modifies the terms of Supplier's liability according to the points 2.1. - 2.3 and 3.2. - 3.12 of these Terms and Conditions.

11.5. For the services provided in Portugal and/or Continental Spain, the User can request an invoice per order or a monthly invoice.

11.6. For the services provided in Portugal and/or Continental Spain, the User can request invoices with different billing data for each of the apartments he/she manages.

## **Service Pricing**

12. Service prices are shown in the price list published on the platform. Doinn reserves the right to change the prices at any time without further notice.

## **Duration/Termination**

13.1. The contract between the Users will last indefinitely.

13.2. The User can request to close their account by sending an email to [support@doinn.co](mailto:support@doinn.co).

13.3. Doinn has the right to terminate or suspend a User account, in particular if:

13.3.1. The User does not meet a payment obligation;

13.3.2. The User inserts false contact information in his/her account;

13.3.3. Suppliers refuse to accept User services;

13.3.4. The User provides a fake payments system;

13.3.5. The Doinn platform suspends or terminates its business activities, regardless of the reasons.

13.4. A User whose account has been suspended or terminated will not be allowed to use other accounts to use the Doinn platform.

## **Governing Law and Jurisdiction**

14.1. The legal obligations arising from these Terms and Conditions and all underlying contractual relationships will be governed and construed in accordance with the Portuguese legislation.

14.2. Any dispute arising under these general terms and conditions and our services will be submitted to the courts of the region of Lisbon, Portugal.

## **Miscellaneous**

15.1. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

15.2. If any provision of these general terms and conditions is or becomes invalid, unenforceable or non-binding, the parties hereto shall remain bound by all other provisions contained herein.

15.3. All matters relating to the rights and obligations of the parties which are not expressly regulated in these terms and conditions shall be governed by the special legislation applicable, in particular, the law governing the conclusion of distance contracts and intellectual property protection legislation.

15.4. Doinn is authorized to transfer any rights and obligations, arising from these General Terms and Conditions, wholly or partly, to third parties.

15.5. All communications must be made on the platform, or failing that, via email. A User's email address is the one that is displayed as a contact in the User profile.