

# Terms and Conditions

## 1. Scope

- 1.1. This page establishes the terms and conditions for the <https://doinn.co> platform use, Doinn S.A. ("Doinn" or "us") with headquarters in Rua Tenente Valadim, no. 17, 2º F, 2560-275 Torres Vedras, Portugal and VAT no. 513533354.
- 1.2. 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.
- 1.3. When accessing, browsing and using our platform, the User acknowledges that he/she has read and agreed to these Terms and Conditions, including the Privacy Statement.
- 1.4. Doinn retains the right to amend these Terms and Conditions, unilaterally, whenever it sees fit, either for legal or economic reasons. Changes to these Terms and Conditions will be notified to all the Users no later than 30 days before the amendment.
- 1.5. Any change to these Terms and Conditions does not affect the products or promotions agreed upon or ordered before the aforementioned changes.
- 1.6. For the purposes of this document, the service providers or "Suppliers" are those available on the platform. The Suppliers have a legal relationship with the User that hires their services on the platform, assuming all obligations and service guarantees.

## 2. Registration, User contracting process, contractual statements

- 2.1. The mediation minute 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, as well as of the Specific Terms and Conditions applicable to the User. The agreement

formalization with the User and Doinn requires a confirmation email sent by us 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 full 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.

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

- 3.1. The User is solely responsible for the purchases made on the platform through his/her platform account.
- 3.2. The User account is for the User own and exclusive use and he/she must keep his/her password confidential.
- 3.3. The User is responsible before Doinn for all actions performed on his/her account.
- 3.4. 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.
- 3.5. The User agrees to make the retrospective 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 this situation to the User by using the Doinn platform, as soon as possible, which, in any case, may exceed 12H following the occurrence thereof.

- 3.6. 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.
- 3.7. The Users undertake to make available and in good preservation conditions in the apartments the following material, adequate and ready to be used by the Supplier's teams:
  - 3.7.1. 1. Mop and bucket
  - 3.7.2. 2. Washing-up liquid
  - 3.7.3. 3. Vacuum cleaner
  - 3.7.4. 4. Non chlorine based detergent
  - 3.7.5. 5. Trash bags
- 3.8. The Users hereby undertake not to enter into any contracts, directly or by means of any other entity or platform (other than Doinn or belonging to it) with Doinn's Suppliers for rendering the same services provided by or through Doinn or its platform.
- 3.9. The User is aware that the Supplier is solely responsible for the apartment keys, even if these have been delivered to a Doinn employee. It is of the Supplier's responsibility to compensate the User for any damages arising from the keys loss or mislaid.
- 3.10. 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.
- 3.11. The User agrees to order and use at least one linen rental cleaning service per month per each bed equipped by Doinn, so that it can be replaced in order to guarantee its maintenance and replacement. The User agrees to repay Doinn the price of the lost or deteriorated items in effect at the time if Doinn considers that the linen is damaged beyond what Doinn considers to be the normal wear and tear of linen.
- 3.12. 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.

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

#### **4. Doinn and Supplier duties**

- 4.1. The Doinn platform is an Online Suppliers mediator where Users can purchase services from registered Suppliers. Doinn eases this process by using customer support, online payments and invoice issuance, but it's not a party of the service contracts promoted or mediated by them.
- 4.2. The Supplier is responsible for ensuring the agreed services provision upon a User request, in accordance with the quality standards required by Doinn.
- 4.3. When the supplier registers with us, we request a Permanent Certificate (or equivalent), Social Security Debt Clearance Certificate (or equivalent) and Tax Authority Debt Clearance Certificate for its approval (or equivalent).
- 4.4. Doinn does not interfere with the acceptance or rejection of a service, this decision is exclusively done by the Supplier.
- 4.5. The services are exclusively performed by registered Suppliers. Doinn is not a party of the service agreements between Users using the website.
- 4.6. Doinn mediates to ensure that the cleaning service is provided under the agreed conditions and may apply penalties as seen in the Terms and Conditions.
- 4.7. The Supplier is solely responsible for any damages that occur during a service provision or any delay therein.
- 4.8. 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.
- 4.9. 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 by the Doinn's quality standards.

5. **Content management and rights** 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.
  
6. **Site availability and amendments**
  - 6.1. 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.
  - 6.2. Doinn may temporarily restrict the platform use for reasons concerning security, integrity, capacity limits, or technical issues.
  
7. **Third party sites liability** The platform page will also include third parties website links, whose contents are unknown to Doinn. Doinn only provides access to sites and is not responsible for its content. Links to other third-party sites are only there to make browsing easier. Doinn does not advocate the viewpoints expressed in local links, and is expressly dissociated from all websites content linked on its platform.
  
8. **Booking, payment and billing process**
  - 8.1. Payments are made while booking, using debit/credit cards or Paypal through the Braintree platform.
  - 8.2. The User can request an invoice per order or service, as well as a monthly invoice.
  - 8.3. The User can request invoices with different billing data for each of the apartments he/she manages.
  - 8.4. The User may cancel or change the service date and/or time on the platform up to 48 hours before the time originally scheduled for the service. In case of cancellation until

48 hours before the time originally scheduled for the service, the User will have a credit on the platform, and no refunds will be made. In any other case, the total payment previously agreed for the service is therefore due.

**9. Duration/termination**

- 9.1. The contract between Users has an indefinite time.
- 9.2. The User may request to close his/her account on the platform or do so by sending an email to support@doinn.co
- 9.3. Doinn has the right to terminate or suspend a User's account, in particular if:
  - 9.3.1. The User does not meet a payment obligation;
  - 9.3.2. The User inserts false contact information in his/her account;
  - 9.3.3. Suppliers refuse to accept User services;
  - 9.3.4. The User provides a fake payments system;
  - 9.3.5. The Doinn platform suspends or terminates its business activities, regardless of the reasons.
- 9.4. A User whose account has been suspended or terminated will not be allowed to use other accounts to access the Doinn platform.

**10. General provisions:**

- 10.1. 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.
- 10.2. Any dispute arising under these general terms and conditions and our services will be submitted to the courts of the region of Lisbon, Portugal.
- 10.3. 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.
- 10.4. 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.

## 11. **Final provisions**

- 11.1. Doinn is authorized to transfer any rights and obligations, arising from these General Terms and Conditions, wholly or partly, to third parties.
- 11.2. 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.