

Terms and Conditions for Service Providers

Welcome to Minded.

Minded. presents to you these General Terms & Conditions regarding the provision of services, as well as information, elements, data, and requirements that are owned by INSTANTEFUSIVO, Lda., legal entity number 517 329 352, headquartered at Rua Francisco Piçarra de Matos No. 9, 3rd Floor, Guarda 6300-693, hereinafter referred to as "MINDED."

1. About Minded.

For the purpose of understanding these Terms & Conditions, the following shall apply:

1.1 "Minded. (hereinafter referred to as Minded app, Minded application, or Minded website)": the software that provides a set of services and allows their electronic and remote contracting;

1.2 "Terms & Conditions": the general conditions that determine the access and use of Minded. by its Users;

1.3 "Personal Data": information relating to an identified or identifiable singular person ("data subject"); an identifiable singular person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data (see Privacy Policy).

1.4 "Service Provider": a legal or singular person with whom Minded. maintains a commercial agreement under which it provides its services in the Application and Website, and who directly provides services to the User;

1.5 "Service Provision": the services made available on Minded. and the contract entered into between the Service Providers and the Users;

1.6 "User": a natural person, over 18 years of age, who accesses and uses the Application in accordance with these Terms & Conditions.

1.7 "Contract": the commercial agreement entered into between the Service Provider and Minded., which includes:

1.7.1 These general Terms & Conditions;

1.7.2 Special terms disclosed on Minded., such as prices or service descriptions;

1.7.3 Additional Terms & Conditions or documents that may be signed in the future between the Service Provider and Minded.

1.8 "Price": the amount that the User is obliged to pay to the Service Provider for the services provided, as well as the amount to be withheld for payment of the intermediation by Minded..

1.9 "Intermediation Fee": the fee that the Service Provider is obliged to pay to Minded. for the use of the platform.

1.10 "Payments": card, payment system, and other means of payment chosen by the Users through Minded. to pay for the Service Provision.

2. Acceptance and Conclusion of the Contract with Minded.

2.1 In order to access Minded., you must install the application on your mobile device (whether on a smartphone or tablet with iOS or Android operating system).

2.2 Downloading and installing Minded. on your mobile device is free, although there may be costs associated with the use of the telecommunications network and mobile data, which are the sole and exclusive responsibility of the Service Provider and must be paid by them in accordance with the contract with their respective telecommunications operator.

2.3 After creating the account, authentication is performed, which involves sending the User a security code via SMS or email. This code is personal, confidential, and non-transferable, and the Service Provider is responsible for its maintenance, confidentiality, and security.

2.4 The Service Provider must keep their credentials confidential and limit access to their Account, including protecting their credentials against possible loss, theft, or misuse. Any loss of credentials must be reported to MindEd.

2.5 Any damages resulting from unauthorized use of the credentials are the sole responsibility of the Service Provider.

2.6 The Service Provider declares and warrants that:

2.6.2. They have carefully reviewed, understood, and agree to be bound by this Agreement, including all obligations arising for the Service Provider as described herein.

2.6.2. They will not authorize others to use the Service Provider's account or transfer or assign it to others without MindEd.'s express written permission.

2.6.3. They will not copy or distribute the MindEd. app software or other MindEd. content without prior written authorization from MindEd.

2.6.4. They have carefully reviewed the Privacy Policy.

2.7 In the event of a violation of any applicable legal provision, these Terms & Conditions, or other applicable contractual provisions, MindEd. reserves the right to suspend or terminate the Service Provider's account or take any other measures that it deems appropriate in its sole discretion.

3. Contractual Relationship Between the Service Provider and the User

3.1 The Service Provider agrees that they are entering into a Service Agreement with the User.

3.2 The Services are performed by the Service Provider as an independent company, and therefore, the Service Provider shall not be considered an employee, worker, or agent of Minded.

3.3 Without prejudice to Minded. not being a party to the contractual relationship between the Service Provider and the User, the Service Provider agrees to:

3.3.1 Take out a Work Accident Insurance policy (in accordance with Law No. 98/2009 of February 4th).

3.3.2 Ensure safety and health at work (in accordance with the general provisions of Law No. 102/2009 of September 10th, updated by Law No. 79/2019 of September 2nd).

3.3.3 Ensure that all their workers and/or service providers are fit for work (in accordance with Ordinance No. 71/2015 of March 10th).

3.3.4 Not provide services under the influence of alcohol or drugs, nor take actions that may jeopardize or risk compromising the safety of Users or third parties and that may affect Minded.'s image and credibility.

3.3.5 Behave diligently, avoiding risky behaviors.

3.3.6 Hold professional liability insurance and any other insurances required in the applicable jurisdiction for the provision of home services.

3.3.7 Have all the necessary equipment, materials, and means for the provision of the Services, with the expenses being borne by the Service Provider themselves.

4. Prices

4.1 The price of the Service is indicated in the Minded. application and website, as well as any applicable legal fees.

4.2 Likewise, the Service Provider will be able to view the amount associated with the intermediary percentage that will be retained by Minded. automatically.

4.3 The Service Provider can also offer discounts that will be reflected in the final amount to be paid.

5. Payment Methods

5.1 The Service Provider agrees to provide valid, updated, and complete information of their credit card or debit card when registering for the use of Minded.

5.2 If Minded. is unable to charge an amount related to a Service or any other amount to a User's credit or debit card, we reserve the right to temporarily suspend or disable their access to the application, in whole or in part. This does not affect any other rights and remedies available to us (as the payment collection agent for the Service Provider) and to the Service Provider.

5.3 Payments are made through an independent third-party entity, and this amount is charged to the User's credit card.

6. No-Show and Cancellation Policy

6.1 The Service Provider may implement a no-show policy. If the User fails to show up for their appointment, the Service Provider may choose to enforce their no-show policy.

6.2 The Service Provider may implement a cancellation policy. If the User cancels the intended Service, they should take into consideration that:

6.2.1 They should read the Cancellation Policy and Sales Terms before confirming their booking on the Platform.

6.2.2 Proceeding with a cancellation outside the timeframe specified by the Service Provider and indicated in the Cancellation Policy will not entitle them to a refund.

7. Responsibility

7.1 Minded. is not a party, in any capacity, to the contractual relationship established between the User and the Service Provider. Therefore, they acknowledge that Minded. cannot be held responsible,

particularly regarding the execution of the contract and the fulfillment of contractual obligations by the parties.

7.2 Similarly, Minded. cannot be held responsible for any contractual or extra-contractual non-compliance by either party, as well as for any losses or damages that may result for either party.

7.3 Minded. does not guarantee the continuous or uninterrupted operation of the Minded. app, and therefore cannot be held liable for the impossibility of its use or for any damages or losses that may result from:

7.3.1 Difficulties in app usage caused, notably, by delays, interruptions, errors, interference, or suspension of communications, viruses, bugs, or malfunctions.

7.3.2 Delays caused by deficiencies or overloads in Internet traffic or other electronic systems.

7.3.3 Unlawful actions by third parties, errors or security deficiencies caused by the use of outdated or insecure equipment or browsers, failures of electronic communication services used by the Service Provider, as well as damages, errors, and inaccuracies that may result from their malfunction.

7.4 The Service Provider accepts full responsibility for their acts or omissions and the resulting consequences, releasing Minded. from any liability for any direct or indirect, incidental or criminal actions related to misuse or illegal use of the Minded. app.

7.5 The Service Provider acknowledges and accepts that Minded. cannot be held responsible, directly or indirectly, for any consequences arising from the use of the Minded. app.

7.6 The Service Provider is responsible for their use of the Minded. app, which, even if carried out by third parties, with or without their authorization, is presumed, for all contractual and legal purposes, to be carried out by the Service Provider. However, if it is proven that the operation was performed by a third party, it will be presumed that it was consented to or negligently facilitated by the Service Provider.

7.7 The Service Provider and Minded. agree that computer records or their reproduction in any medium, including paper, constitute means of proof of the operations carried out through the procedures provided for in these Terms & Conditions.

7.8 Minded. assumes no responsibility for any losses or damages incurred by the Service Provider in relation to the contract concluded with the User or as a result of the use of the Minded. app, which include, without limitations:

7.8.1 Any accidents that occur during the provision of the Service.

7.8.2 Any direct or indirect material damages or monetary loss.

7.8.3 Loss of profits or anticipated benefits.

7.8.4 Loss of business, contracts, contacts, prestige, reputation, and any loss that may arise from business interruption.

7.8.5 Loss or inaccuracy of data.

7.8.6 Any other indirect or consequential loss or damage.

8. Penalties

Minded. reserves the right to immediately exclude, without prior notice, any Service Provider from using Minded. if:

8.1 They violate or are suspected of violating any provisions of these Terms & Conditions and the respective Privacy Policy.

8.2 They use Minded. with false, inaccurate, or incomplete registration data.

8.3 They engage in fraudulent use of Minded.

8.4 They manipulate, modify, delete, or suppress data, programs, or computer systems associated with Minded.

8.5 They directly contact Minded. users through any means for the purpose of establishing partnerships or business relationships.

8.6 There have been previous reports of fraudulent or harmful behavior that may affect the image and credibility of Minded.

9. Intellectual Property Rights

9.1 By installing and using Minded., the Service Provider acknowledges and accepts the intellectual property rights to all content contained in Minded. are owned by Minded., including information, tools, graphic designs, all media components, the logo, and all images or texts.

9.2 The total or partial reproduction of any information or content from Minded., its rental, or sale, is not allowed without prior authorization from Minded.

9.3 The distinctive signs of Minded. are protected and may not, under any circumstances, be used by third parties without the prior express authorization of Minded.

9.4 The Service Provider is strictly prohibited from accessing, modifying, reproducing, distributing, selling, licensing, or copying the content and intellectual property of Minded., whether in whole or in part.

9.5 All intellectual property rights related to the software, its content, and any related documentation worldwide belong to Minded. or its licensors and may not be copied, distributed, uploaded, republished, decompiled, disassembled, or transmitted in any way without the prior written authorization of Minded.

10. User Ratings

10.1 Minded. aims to ensure the quality, efficiency, and success of the services it provides to Users on its platform. Therefore, User ratings are a significant element for the continuation of the contractual relationship between Minded. and the Service Provider.

10.2 Users can provide comments and rate the quality of service on a scale of 1 to 5.

10.3 If a Service Provider receives three ratings below 3 on a scale of 1 to 5, Minded. may contact them to provide clarifications. Notwithstanding the above, Minded. reserves the right to immediately terminate the contract between Minded. and the Service Provider without prior notice

11. Duration and Termination

11.1 The Service Provider may terminate the Contract by complying with the conditions and terms of the chosen plan: monthly or annual.

11.2 Minded. may terminate the Contract with the Service Provider by complying with the conditions and terms of the chosen plan: monthly or annual.

11.3 Minded. reserves the right to terminate the Contract and block access to the Service Provider without any prior notice in the event of a breach of the Contract and/or any applicable laws or regulations by the Service Provider.

11.4 Upon termination of this Contract for any reason, all rights granted to the Service Provider under this Contract shall immediately cease, and the Service Provider must cease all activities authorized by this Contract.

12. Dispute Resolution

12.1 In the event of a dispute regarding the provision of services, please first contact us via email at team@theminded.club.

12.2 In the unlikely event that an informal resolution of a dispute is not possible, we will discuss and agree with the Service Provider on the most effective way to resolve the dispute.

13. Final and Transitional Provisions

13.1 Minded. reserves the right to unilaterally modify the presentation and configuration of the Minded. app at any time and without prior notice.

13.2 Minded. reserves the right to timely update these Terms & Conditions.

13.3 Changes or updates may be necessary to implement new features of the Minded. app, as well as changes to applicable laws.

13.4 Minded. will make its best efforts to notify Service Providers of any changes or updates to these Terms & Conditions at least 14 (fourteen) days in advance.

13.5 In the event that any provision of these Terms & Conditions is deemed unenforceable or inapplicable, it shall not affect the applicability and full validity of the remaining provisions.

14. Applicable Law and Jurisdiction

14.1 Minded., as well as these Terms & Conditions, are subject to the current legislation in the Portuguese legal system.

14.2 Minded. and the Service Provider accept and agree, from now on, that any and all disputes arising from these Terms & Conditions, as well as the Privacy Policy, which are an integral part thereof, shall be resolved by the Judicial Court of the District of Lisbon, with express waiver of any other jurisdiction.