

## **Terms and Conditions for Users**

### **Welcome to Minded.**

We present to you the General Terms and Conditions of use of MINDED., the information, elements, data, and requirements contained therein, which are owned by Instantefusivo Unipessoal LDA., corporate entity number 517 329 352, headquartered at Rua Piçarra de Matos nº 9, 3º Guarda 6300-693, hereinafter referred to as "Minded," "application," "Minded application," "Minded website," "us," and "we."

- By accessing and using Minded., the User is expressing their agreement and fully accepting these Terms and Conditions.
- All information contained in this application is intended solely for private use, and its use for commercial purposes is prohibited.
- Please note that both access to and use of Minded. in its entirety.
- The privacy of Minded. Users is very important to us. Please refer to our Privacy Policy to learn how we handle and protect your personal data.

### **1. About Minded.**

Minded. was developed as a platform that provides various services and solutions, allowing Users to request the necessary Services through this platform. For the purposes of understanding these Terms and Conditions, the following definitions apply:

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

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

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

1.4 "Service Provider": a legal or natural person with whom Minded. maintains a commercial agreement under which they provide their services through the application and directly to Users.

1.5 "Service Provision": the services available on the application and provided directly by the Service Providers to the Users.

1.6 "User": an individual over 18 years of age who accesses and uses the Minded application in accordance with these Terms and Conditions.

## **2. Access and Use of Minded.**

2.1 To access the Minded application, the User must install the application on their mobile device (either a smartphone or tablet with iOS or Android operating system) or access the website [www.theminded.club](http://www.theminded.club).

2.2 Downloading and installing the Minded application on the User's mobile device is free of charge, but there may be costs associated with the use of the telecommunications network and mobile data, which are solely and exclusively the responsibility of the User and must be paid by the User according to their contract with the respective telecommunications operator.

2.3 Access to Minded depends on prior registration and the creation of an individual User account using the following identification elements: full name, mobile phone number, and email address.

2.4 To register and create an account, it is a prerequisite and essential condition for the User to complete the registration form in full and accept these Terms and Conditions and the Privacy Policy.

2.5 The contract between Minded and the User regarding the use of the application takes effect from the moment the User authenticates their account.

2.6 The User can, at any time, view, modify, or delete their account information or settings.

2.7 In case of violation of any applicable legal provisions, these Terms and Conditions of Use, or other applicable contractual provisions, we reserve the right to suspend the User's account, delete the account, or take any other measure that we deem appropriate in our sole discretion.

2.8 The User must restrict access to their account, particularly by safeguarding their validation codes against potential loss, theft, or misuse.

2.9 Any damages resulting from unauthorized use of the credentials are the sole responsibility of the User.

### **3. Conditions for Service Provision**

3.1 The Minded application provides Users with a range of services for which Minded assumes no responsibility for their provision, particularly regarding the execution conditions, availability, compliance with deadlines, and quality of the services provided. The requested services will be provided directly by the Service Providers.

3.2 To request a service, the User must access the Minded application and consult the catalog of available services. After selecting a service, the price will be presented, and the User will need to provide their bank card number and authentication code. Subsequently, the User will receive confirmation of the request from Minded. Finally, the User must fill out a form regarding the nature and conditions of the desired service.

3.3 The service contract between the Service Provider and the User comes into effect on the date Minded confirms the User's request.

3.4 After the confirmation of service provision by Minded, the User can evaluate the performance of the Service Provider. We will use the User's evaluation for improvement and quality control purposes.

### **4. Cancellation and No-Show Policy**

4.1 The User can cancel the intended service provision, taking into account that:

4.1.1 They must read the Cancellation Policy and Terms of Sale before confirming their booking on the Platform.

4.1.2 If they proceed with a cancellation outside the deadline determined by the Service Provider and indicated in the Cancellation Policy, they will not be entitled to a refund.

4.2 We reserve the right to cancel, at any time and without needing to invoke just cause, any request for which service provision has not yet commenced, immediately releasing the held amount on the User's bank card. However, please note that the refund may take between 5 (five) to 7 (seven) days.

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

## **5. Payment Methods**

5.1 The User agrees to provide valid, up-to-date, and complete information of their bank card when registering for the use of the application. By requesting a specific service, the User authorizes Minded to charge the amounts corresponding to the indicated price, thereby confirming that the provided information is accurate.

5.2 If Minded is unable to charge an amount related to a service provision or any other amount to the User's bank card, we reserve the right to temporarily suspend or deactivate, in whole or in part, their access to the Minded application (without any liability to the User). This does not affect any other rights and remedies available to us (as a payment collection agent for the Service Provider) and to the Service Provider.

## **6. Prices**

6.1 The User can check the legally applicable fees at the time of requesting the service provision.

6.2 The price will be automatically charged upon the User's confirmation of service provision.

6.3 After the payments are made, the amount will be debited from the User's bank card upon confirmation of the purchase of the service provision.

6.4 The invoice will be sent in digital format to the email address provided by the User, after confirmation that the payment has been successfully made.

## **7. Promotional Codes**

7.1 Occasionally, we may send you promotional codes. The credit resulting from the promotion can be applied to payment tools or through other elements or benefits related to the service established in the promotional campaign itself. The expiration date of the code may be announced in the application or through other means.

7.2 Minded reserves the right to cancel promotional codes at any time and without justification. This applies, but is not limited to, situations in which we believe the codes may be used illegally or fraudulently, provided by error, or have already expired.

## **8. Liability**

8.1 Minded is not a party, in any capacity, to the contractual relationship established between the User and the Service Provider. Therefore, both parties acknowledge that Minded cannot be held responsible, particularly regarding the execution of the contract and the fulfillment of contractual obligations by the parties.

8.2 Similarly, Minded cannot be held responsible for the contractual or non-contractual non-compliance by any of the parties, as well as for any losses or damages that may result from it for any of the parties.

8.3 We cannot guarantee the continuous or uninterrupted operation of the application; therefore, we cannot be held liable for the impossibility of its use or for any damages or losses that may result from:

8.3.1 Difficulties in using the application caused, in particular, by delays, interruptions, errors, interference, or suspension of communications, viruses, bugs, or operational issues;

8.3.2 Delays caused by deficiencies or traffic congestion on the Internet or other electronic systems;

8.3.3 Illegitimate actions of third parties, errors or security deficiencies caused by the use of outdated or insecure equipment or browsers, failures of the electronic communication services used by the User, as well as for the damages, errors, and inaccuracies that may result from their malfunctioning.

8.4 The User 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 application.

8.5 The User acknowledges and accepts that Minded cannot be held liable, directly or indirectly, for any responsibilities arising from the use of the application.

8.6 Whenever the application is used through the procedures referred to in the previous clauses, it is presumed to be done by the User. The User is responsible for the use of the application, which, even if carried out by third parties, with or without their authorization, is presumed, for all contractual and legal purposes, to be done by the User. However, if it is proven that the operation was carried out by a third party, it will be presumed to have been consented to or negligently facilitated by the User.

8.7 Errors or deficiencies arising from the User's access means cannot be invoked against Minded.

8.8 The User and Minded agree that the computer record or its reproduction on any medium, including paper, constitutes evidence of the operations carried out through the procedures provided in these Terms & Conditions.

## **9. User Exclusion (Penalties)**

We reserve the right to exclude, immediately and without prior notice, any User who:

9.1 Violates or is suspected of having violated any of the provisions of these Terms & Conditions;

9.2 Uses the application with false, inaccurate, or incomplete registration data;

9.3 Engages in fraudulent use of the application;

9.4 Manipulates, modifies, deletes, or suppresses data, programs, or computer systems associated with the application.

## **10. Intellectual Property Rights**

10.1 By installing and using the Minded application, the User acknowledges and accepts that the intellectual property rights to all content contained in the Minded application are owned by Minded, including information, tools, graphic designs, all media components, the logo, and all figures or texts.

10.2 Total or partial reproduction of any information or content from the Minded application, its rental or sale, is not permitted without prior authorization from Minded.

10.3 The distinctive signs of the Minded application are protected and cannot be used by third parties under any circumstances without the prior express authorization of Minded.

10.4 The User is absolutely prohibited from any act or attempt to access, modify, reproduce, distribute, sell, license, or copy the contents and intellectual property of the Minded application, whether in whole or in part.

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

## **11. Apple App Store and Minded.**

This provision applies whenever the User has downloaded the application through the Apple App Store:

11.1 The User acknowledges that the Terms & Conditions bind the User and Minded but do not bind Apple Inc. ("Apple");

11.2 The use of the Application must comply with the Terms & Conditions in effect at the time of the Apple App Store.

11.3 Apple is only a provider of the Apple App Store where the User downloaded the Application;

11.4 Minded is solely responsible for its Application;

11.5 Apple has no obligation or responsibility regarding the use of the Application or its respective Terms & Conditions;

11.6 The User acknowledges and agrees that Apple is a third-party beneficiary of the Terms & Conditions regarding the Minded Application.

## **12. Google Play Store and Minded.**

This provision applies whenever you have downloaded the Minded application through the Google Play Store:

12.1 The User acknowledges that the Terms & Conditions bind the User and Minded but do not bind Google Inc. ("Google");

12.2 The use of the Application must comply with the Terms & Conditions in effect at the time of the Google Play Store.

12.3 Google is only a provider of the Google Play Store where you downloaded the Application;

12.4 Minded is solely responsible for its Application;

12.5 Google has no obligation or responsibility regarding the use of the Application or its respective Terms & Conditions;

12.6 The User acknowledges and agrees that Google is a third-party beneficiary of the Terms & Conditions regarding the Minded Application.

## **13. Dispute Resolution**

13.1 In the event of a dispute regarding the provision of services, please contact us first at the email address: [team@theminded.club](mailto:team@theminded.club).

13.2 In the unlikely event that an informal dispute resolution is not possible, we will discuss and agree with the User on the most effective way to resolve the dispute.

## **14. Final and Transitional Provisions**

14.1 We reserve the right to unilaterally modify the presentation and configuration of the Minded application and website at any time and without prior notice.



14.2 We reserve the right to timely update these Terms & Conditions. Therefore, we suggest that you periodically review this document.

14.3 The changes or updates may be necessary to implement new features of the Minded application and website, as well as changes to the applicable legislation.

14.4 We will make our best efforts to notify Users of any changes or updates to these Terms & Conditions.

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

### **15. Contacts, Suggestions, and Comments**

If you have any questions regarding these Terms & Conditions or any other document mentioned therein, you can contact us at the email address [team@theminded.club](mailto:team@theminded.club).

### **16. Applicable Law and Jurisdiction**

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

16.2 Minded and the User accept and agree, from now on, that any dispute arising from these Terms & Conditions, as well as the Privacy Policy that is an integral part thereof, will be resolved by the Judicial Court of the District of Lisbon, with express waiver of any other jurisdiction.