

## Terms and Conditions

These Terms and Conditions are effective as from November, 2014.

These Terms and Conditions shall govern your use of findy, its website and mobile application.

After completing your registration and clicking on the checkbox "To complete registration, you must read and agree to our Terms and Conditions." and by using findy website and mobile application, you accept or you agree with these Terms and Conditions in full and you will obey them; accordingly, if you disagree with these Terms and Conditions or any part of them, you must not use findy, its website and mobile application.

The Terms and Conditions may be changed or updated from time to time and without prior notice. We will indicate at the top of the Terms and Conditions the date on which they were last updated and any use of findy, the website and mobile application following such a change assumes acceptance of the new Terms and Conditions.

### Glossary of Terms

**Product** – findy device

**Company** – "Skorpion 7" OOD, company registered in Bulgaria at registered office: 50 Gotse Delchev blvd., ap. 15, 1680 Sofia, Bulgaria, UIN 121146753, VAT N<sup>o</sup> BG121146753, and bank account: IBAN: BG81BPBI79401059100501, BIC: BPBIBGSF, bank: Eurobank Bulgaria.

**Partners** – companies who have contract with "Skorpion 7" OOD to sell findy devices and serve its users.

**Mobile Application** – findy mobile application.

**Website** – [www.findy.eu](http://www.findy.eu)

**Buyer** – any natural person/individual or legal entity who buys products from [www.findy.eu](http://www.findy.eu) and/or uses Product, Website and Mobile Application produced and launched by the Company "Skorpion 7" OOD.

**User** – any natural person/individual or legal entity who uses the Product findy and/or the Website [www.findy.eu](http://www.findy.eu) and/or the findy Mobile Application.

**Account** – an element containing e-mail address and password which only allows to its owner access to limited part of the Website and the Mobile Application, where the user is able to see, use, manage and exchange information.

**Business Day** – business day according to the Bulgarian Law.

**Distance Contract** – every contract concluded between the Company and the User and/or the Buyer as a part of the organized system for distance selling and/or providing distance services without the simultaneous presence of the Company, or its authorized

representative and the User and/or Buyer using different distance communication means, up to and at the moment of concluding the contract. To avoid doubts it is agreed that every order is a separate contract.

**Electronic Contracting** - Your use of the Product, its Website and Mobile Application includes the ability to enter into agreements and/or to make transactions electronically. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

**Brochures/Notices/Messages** – information means, mainly electronic, concerning the Product, the Website and the Mobile Application and notifying about news, promotions, important notices and other information send on a certain period of time, without linking the Company with the presented information.

### Copyright notice

The Company "Skorpion 7" OOD own and control all the copyright and other intellectual property rights on the findy Product, findy Website and findy Mobile Application.

The trade mark "findy" is registered to "Skorpion 7" OOD.

### General Statements

This contract shall govern the general terms for using the Product, the Website and the Mobile Application, save for the cases where there is another valid contract between the Company and the Buyer/User. This contract shall be applied to govern the relationships between the Company and the User/Buyer regarding the Distance Contracts concluded electronically between them.

The use of the Product is only and exclusively possible through the publicly available Website and Mobile Application.

By using the Product/Website/Mobile Application, the User/Buyer is solely responsible for all the consequences resulting from her/his behavior. Furthermore the User/Buyer is responsible for any property, intellectual, electronic or other damages caused to the Product/Website/Mobile Application in connection with these Terms and Conditions.

If the User/Buyer does not agree and/or does not accept and/or revoke her/his agreement to this document:

- She/he waves access to the Website/Mobile Application and usage of the Product; receiving Brochures/Notices/Messages and any other communication with the Company; and any additional guarantee from the Company.
- The Company shall remove all the information about the User/Buyer from its Website and information systems, without any further obligations between the parties and without any liability for damages from one party to another.

The User/Buyer may in any time agree to and accept the Terms and Conditions in the way the document is in that time.

The User/Buyer may cancel her/his account on the Website sending a cancellation request to [support@findy.eu](mailto:support@findy.eu).

The User/Buyer can't revoke her/his agreement to these Terms and Conditions until she/he has contractual obligations or until she/he pays all due funds according to this contract.

The Company may suspend or cancel User/Buyer's Account and/or edit her/his Account details, at any time at Company's sole discretion without notice or explanation if User/Buyer's content or actions are illegal or infringe any person's legal rights or constitute an inducement to commit a crime.

The Product, the Website and the Mobile Application are addressed only to Users/Buyers who are fully registered and are not rejected by the Company at any reason.

Minors under 18 are not allowed to use the Website to make purchases and conclude contracts under these Terms and Conditions. By registering on the Website and creating an Account the person declares that she/he is an adult (over 18 years).

By accepting the present Terms and Conditions the User/Buyer is giving her/his explicit consent to conclude Distance Contracts electronically.

The Company might transfer its rights and obligations under these Terms and Conditions and every Distance Contract according to them and in this case the Company is not released from responsibility to perform the transferred obligations to the User/Buyer and the successor shall be jointly responsible for performing the rights and obligations under these Terms and Conditions. The transfer mentioned in the previous sentence shall be done with written notice according to the present contract from the Company to its Users/Buyers and Partners.

### **Terms Governing Web and Mobile Application Content and its Use**

The User/Buyer can't copy, transfer, modify or make changes, use, show any of the Website and Mobile Application content in other context out of the Company's, without the explicit written consent of the Company.

Every content to which the User/Buyer has or obtain access is protected by these Terms and Conditions, save for the content is accompanied by a special and properly issued written consent for use between the Company and the User/Buyer or other part.

The User/Buyer can copy, transfer and/or use the content only for her/his personal, not commercial purposes aiming to use the Website/Mobile Application and concluding

contracts, but only if they are not inconsistent with the provisions of these Terms and Conditions.

Any content transferred to the User/Buyer through any communication channel (electronic, phone, etc.) doesn't constitute occurrence of a contractual obligation to the Company and/or its employee who have transferred the content, nor is it allowed to the User/Buyer to use the content out of the stated in these Terms and Conditions.

Any use of the content for other purposes, except for the specifically mentioned in these Terms and Conditions or in any other document accompanying it, is prohibited.

The following purposes, no matter achieved or not, shall be treated as deception attempt to the Website/the Mobile Application and/or the Company and the appropriate legal measures shall be initiated against those/these who attempt or have them made:

- access to any information about other Buyer/User using Account or other method;
- change or modification of the Website content or content sent by the Company in any way to its Buyers/Users;
- influencing the work of the Website server/servers;
- access or sharing with third parties, who haven't duly received right of content sent in some way by the Company to Buyers/Users and or Partners, when the receiving party is not its legitimate receiver.

Linking to this Website/Mobile Application:

You may link to this Website/Mobile Application according to the following guidelines. We reserve the right to withdraw linking permission without notice if we believe these guidelines are not followed.

- The link must be done in a way that is fair and legal and neither damages nor takes advantage of our reputation;
- The link must not suggest any form of association, approval or endorsement on our part where none exists;
- The Website/Mobile Application must not be framed on any other website.

Links to other websites:

Our Website may contain links to websites not owned or operated by the Company. These links are not intended to be referrals or endorsements of the linked sites and the Company provide them for User's/Buyer's convenience only. The Company is not responsible or liable for any part of the linked website including any information presented. The User/Buyer should familiarize herself/himself with the terms and conditions and privacy policy of the linked website.

## Contact

The Company publishes on the Website full and correct identification details and contact details to be used by the User/Buyer.

By using a contact form on the Website or the Mobile Application the User/Buyer allows the company to connect with her/him via the available communication ways, including electronically.

Partial or full filling a contact form do not oblige the Company to make feedback to the User/Buyer.

By accepting this document, User/Buyer expressly provides consent the Company to use the following means of communication in relation to the content, services and distance contracts, including, but not limited to: mail; fax; e-mail and telephone. User/Buyer also agrees to receive notices, reports and information from the Company in her/his profile. Access to the Website, use of the information, page visits or e-mail notifications addressed to the Company is done electronically by telephone or other means available to the User/Buyer, which is a presumption that the User/Buyer agrees to receive notifications from the Company electronically and/or by telephone, including e-mail communications or notices on the website.

The Company reserves the right not to respond to any requests of any kind received in any way (electronically, phone, etc.).

Any comments, questions, opinions, ideas, offers and others, concerning the Product/ the Website/ the Mobile Application their functionality and improvements shall remain property of the Company.

## Registration and Account

In order to make a purchase the User/Buyer shall need to set up an account. The Company shall ask for personal information to set up the account and the User/Buyer agrees to provide accurate, current, complete and non-misleading information. The Company **Privacy Policy** (see below) outlines how this information shall be collected and managed.

The User/Buyer must notify the Company in writing immediately if she/he becomes aware of any unauthorized use of her/his account.

## Brochures/Notices/Messages

When a User/Buyer creates Account on the Website there is an optional checkbox "Subscribe for newsletter.", if she/he clicks on it, the Company shall have the right to

send Brochures/Notices/Messages to the User/Buyer. All the information for the User/Buyer gathered for the purpose of sending Brochures/Notices/Messages shall be used by the Company according to the Privacy Policy.

The User/Buyer can refuse receiving Brochures/Notices/Messages anytime unchecking the checkbox "Subscribe for newsletter." in the "Edit user profile" menu on her/his Account on the Website.

Refusing to receive Brochures/Notices/Messages doesn't mean that the User/Buyer revoke, change or refuse her/his acceptance of the Terms and Conditions.

The Company reserves the right to choose to whom to send Brochures/Notices/Messages, as well as to remove from its database User/Buyer who has given her/his acceptance to receive Brochures/Notices/Messages without any further obligations and prior notice from the Company to the User/Buyer.

The Company shall not include in the Brochures/Notices/Messages any information about third parties who are not in a relationship with the Company at the moment of sending the Brochure/Notice/Message.

With the acceptance of these Terms and Conditions the User/Buyer agrees by default to receive calls, messages, short text messages to the given by her/him contacts, conducted with or without human intervention, for the purposes of direct marketing and advertisement of similar products or services, provided by the Company.

The information about the contact details of every User/Buyer shall be used by the Company according to the Privacy Policy. The Company reserves the right to choose to whom to send such calls, messages, and/or short text messages, as well as to remove from its calls, messages, and/or short text messages database User/Buyer contacts without any further obligations and prior notice.

Every User/Buyer can state her/his acceptance to receive calls, messages, and/or short text messages by sending an e-mail to: [support@findy.eu](mailto:support@findy.eu).

## **Privacy Policy**

This Privacy Policy (and any additional data privacy notices on the Website or in targeted e-mails) explains how the Company collects and uses personal data of the Users/Buyers, Website visitors, Mobile Application users and business contacts.

This Privacy Policy applies to all information collected by or submitted to the Website/Mobile Application, unless otherwise stated. Other Company affiliated entities may obtain information independently from transactions and experiences with the

Users/Buyers or from other sources. This Privacy Policy does not pertain to that information.

Any changes the Company may make to the Privacy Policy in the future shall be posted in the Terms and Conditions and on Privacy Policy document on the Website.

The Company is interested in maintaining Users/Buyers privacy while creating valuable services, ensuring the best user experience possible, and in some cases developing a personal relationship with the User/Buyer to provide her/him with customized services and information.

If you have any questions now or during your visit, please contact us using our Contact Us form or e-mail to [support@findy.eu](mailto:support@findy.eu).

### **What Personal Data Do Company Collect?**

For delivering the best service to the User/Buyer, the Company gather information to identify, contact or locate a person, including but not limited to name, address, telephone number, or e-mail address.

By accepting these Terms and Conditions the User/Buyer explicitly agrees the Company to process (collect, use, disclose, etc.) User's/ Buyer's personal data only for:

- Confirmation, delivery and invoicing of an order;
- Verification, confirmation and processing of payments and transfers;
- Refusing an order and other problems of any kind related to the order or the Distance Contract;
- Providing access to the Website and the Mobile Application, including execution of the Distance Contract, and all relations between the parties arising from it;
- Providing warranty service for the Product;
- Sending Brochures/Notices/Messages and press with marketing purpose;
- Contacting Users/Buyers;
- Contacting Users/Buyers for Customer service; Statistical purposes.

### **How May Company Collect Information?**

The Company may collect information when a User/Buyer register to the Website and/or uses the Mobile Application. This registration information may include, but is not limited to her/his e-mail address, name, mailing address and telephone number. Also the Company may collect information about User/Buyer when she/he complete a survey, request information, purchase a product or leave a message to the Company.

### **How Do Company Use Information That Collects from the Website?**

The Company use personal data to provide User/Buyer with information she/he requests, process her/his order, or other purposes which the Company would describe to the

User/Buyer at the point where it is collected. The other purposes could be surveys or research questionnaires, personalizing User/Buyer experience at the Website, contacting User/Buyer for marketing purposes where she/he has agreed to this.

### **Shall the Company share User/Buyer personal data with outside parties?**

The Company shall not share or sell Users/Buyers personal data to third parties.

### **What about Sensitive Personal Data?**

The Company do not generally seek to collect sensitive personal data through the Website. In the limited cases where the Company do need to collect such data, the Company shall do this in accordance with local data privacy law requirements.

### **What about Data Security?**

The Company take appropriate steps to maintain the security of personal data collected via the Website and Mobile Application. The User/Buyer should understand that the open nature of the Internet is such that information may flow over networks connecting the User/Buyer to Company systems without security measures and may be accessed and used by people other than those for whom the data is intended.

### **Retention of User/Buyer data**

The Company shall retain User/Buyer personal data whilst her/his account is active or for as long as needed to provide services to the User/Buyer and, as further needed for the Company to comply with its global legal and contractual obligations.

### **User/Buyer Account in findy**

The Users/Buyers are entitled to know whether the Company hold personal data about them and, if the Company do, to have access to that personal data through User/Buyer Account on the Website. If User's/Buyer's information is inaccurate, she/he can always correct it.

### **Customer Service**

The Company may use User's/Buyer's information to respond to their questions or inquiries. The Company may also use User's/Buyer's information to verify their identity or investigate the compliance with these Terms and Conditions.

### **Marketing**

The Company may use User's/Buyer's information in its e-mail marketing, telemarketing, text messaging, and direct e-mail marketing programs.

The User/Buyer can exercise her/his right to prevent marketing communications by checking the certain boxes on the forms the Company use to collect personal data



(mentioned above). The User/Buyer can also exercise the right to discontinue marketing communications, or to have her/his personal data removed from Company's customer relationship management databases at any time by using the Contact Us form on the Website, or by sending an e-mail to [support@findy.eu](mailto:support@findy.eu). In such cases, the Company shall retain minimum personal data to note that a User/Buyer opted out in order to avoid contacting her/him again.

### **If a User/Buyer Has a Question or a Complaint**

If you can't find what you're looking for here, or have a concern about our use of your personal data, please send us a message using the Contact Us form.

### **Website**

This website is here to help the Users/Buyers learn more about the Product, contact the Company easily, order fast and pay securely. The Company is committed to save User's/Buyer's privacy and secure her/his visit on the Website.

The Company is not responsible for failures that could endanger the security of the server that stores the database containing personal information.

### **Cookies and Other Tracking Technologies**

By using the Website/Mobile Application the User/Buyer agrees that the Company can place cookies on her/his device and use other tracking technologies to ensure best customer service.

Cookies are text files containing small amounts of information which are downloaded to User's/Buyer's computer or mobile device when she/he visits the Website. This is to let the User/Buyer navigate between pages efficiently, remember her/his preferences, and generally improve the user experience.

The Company may use information collected from the cookies to identify User's/Buyer's behavior and show content and offers based on User's/Buyer's profile. The Company may use other cookies which don't collect information that identify a visitor, but collect anonymous data used to improve how the Website and Mobile Application work.

The Company may also use web beacons or other technologies for similar purposes and may include these in e-mail messages or newsletters to find out whether messages have been opened and links clicked on. Web beacons do not place information on User's/Buyer's device, but may work in conjunction with cookies to monitor Website activity.

If the User/Buyer wants to remove existing cookies from her/his device she/he can do this using her/his browser options. If the User/Buyer wants to block future cookies being placed on her/his device she/he can change her/his browser settings to do this.

Please have in mind that deleting and blocking cookies will have an impact on your user experience as parts of the Website or the Mobile Application may no longer work. Unless you have adjusted your browser settings to block cookies, our system will issue cookies as soon as you visit the Website, Mobile Application or click a link in a targeted e-mail we have sent you.

## **Buying Online**

Access to buy online has only a person who has Account on the Website and has agreed to the Terms and Conditions. The Company may limit the access to buy to a User/Buyer with a view to User's/Buyer's previous behavior without prior warning or notice.

Every User/Buyer can have only one Account on the Website and it is not allowed to share it with other people, it is explicitly agreed that the responsibility for any damage from such sharing is Client's responsibility. In case of detection of such situation the Company reserves its right to suspend or limit User/Buyer access to the Website without prior notice.

The Company can publish to the Website information about the Product, additional services, promotions performed by the Company or its Partners.

Completing her/his order the User/Buyer agrees that all the provided information needed for the buying process is complete and correct at the moment of processing the order.

Completing her/his order the User/Buyer agrees that the Company may connect with her/him via the available and agreed communication means to: confirm the availability and quantity of the ordered Products; confirm the amount payable for the order; coordinate the conditions to supply the Products.

By placing an order online the User/Buyer makes an offer to purchase in accordance with these Terms and Conditions. The Company shall acknowledge the receipt of User's/Buyer's order both online and via an e-mail order confirmation but this does not constitute Company's acceptance of the User's/Buyer's offer to purchase. User's/Buyer's offer has been accepted only when the Company has confirmed that the order has been dispatched.

If the Company cannot fulfill an order because it doesn't have the ordered Products the Company is obliged to inform the Buyer and negotiate new terms for delivery or refund of the amount paid to the original method of payment. If the Buyer changes her/his personal information on the Website in that time, the data/details given in the moment of placing the order/concluding the Distance Contract shall remain valid.

Until the time of an order delivery the Company may unilaterally terminate an order made by a Buyer with a prior notice to the Buyer and without any further obligations for both parties and any party shall not be liable for damages in the following cases:

- The information given by the Buyer on the Website is not complete or not correct
- Buyers actions on the website may inflict harm of any kind to the Company and/or its Partners
- If two consistent orders are not finished successfully

If any of the above three cases happens and the Company or its Partner communicate it with the Buyer, the Buyer has the right to refuse the order.

The Company shall enclose in the order package all the necessary documents for the Product usage and identification.

A Buyer can return the product within 30 days of receipt. Please see our **Refund/Returns Policy** for exclusions, conditions and method of return.

## Payment

The price of the Product shall be the price set out on the relevant page of the Website. The Company reserves the right to change the prices set out on the Website, provided that if the Company accept an order from a Buyer, the price for the Product shall be the price set out in the relevant range at the time the order is placed.

All the payments shall be made via PayPal, prior to placing an order. All prices on the Website are in euro (EUR).

Upon providing the Company with details of the payment and submitting the order the Buyer shall:

- confirm and undertake that the information contained within the order is true and accurate and that she/he is duly authorized to use the payment card or method; and
- authorize the Company to deduct the full price of the order

If it is not possible to obtain full payment for the order from Buyer's PayPal Account the Company can cancel the order or suspend any further deliveries to the Buyer. This does not affect any other rights the Company may have.

If the Buyer requires invoice for the order that she/he has made, the Company shall issue and send it by e-mail and/or printed with the order. The Buyer has to send a message to [support@findy.eu](mailto:support@findy.eu) within 5 days from the payment with the full billing data of the payer: company name/person name, billing address, accountable person, VAT number (if applicable). The invoice shall be issued according to the Bulgarian law and regulations.

The Company shall not pass Buyer's personal information to any third party without Buyer's permission. The Company cannot be held liable for any losses the Buyer may suffer. If in any event the Buyer payment account/card is used fraudulently the Buyer is entitled to cancel the payment and be reimbursed by the account/card issuer without being charged for the loss.

### **Shipping Policy**

Delivery costs are charged in addition to the Product price and included in the total cost. Depending on Buyers delivery location she/he may have to pay additional duties or taxes, which are not covered by the shipping cost.

The Company is shipping the product on the next business day after the Buyer buys and pays her/his order. Depending on her/his shipping address it will take between 2 and 20 business days the order to be delivered. The Company shall inform the Buyer about the approximate time for delivery with a dispatch confirmation e-mail.

If a Product is lost during shipping, the total cost of the Product, including shipping, shall be refunded to the Buyer by the Company; or the Product shall be replaced by the Company upon request of the Buyer, the shipping cost shall be covered by the seller but there shall be no refund to the Buyer.

If a Product is damaged during shipping, the Company shall not be held responsible. In this case the Buyer could send back the damaged device to the Company for repair or replacement. The shipping costs for sending back the product to the Company shall be covered by the Buyer and the shipping costs for sending the repaired/replaced product shall be paid by the Company.

If the Buyer/User in any reason wants to send a Product to the Company for repair or replacement according to the Warrantee Conditions (see below), the shipping costs shall be paid by the Buyer/User in both cases – shipping to the Company address and shipping to the Buyer/User address.

### **Refund/Return Policy**

Products are entitled to be refunded or returned based on a complaint.

If a Product is unsatisfactory or damaged during the shipping, a written explanation is needed before it may be considered for a refund or replacement. Buyer/User must take into account the description of the Product before requesting a refund or replace. If the Product matches the description, provided by the Company and the Buyer/User is

unsatisfied, Company is not responsible for refund or replace. Exchanges are granted on a case-by-case basis.

Buyer/User can send back a Product to the Company when its battery is down and the Company shall replace it with a new Product on half price. All that the Buyer/User needs to do in this case is contact the Company and its team will do the rest. The shipping costs for sending back the product to the Company shall be covered by the Buyer/User as well as the shipping costs for sending the replaced product.

Any return made by Post or Currier Company is at Buyer's/User's own cost and risk. Details of how to return by Post/Currier Company here:

Name: "Skorpion 7" OOD

Address: 50 Gotse Delchev blvd., ap. 15, 1680 Sofia, Bulgaria

Telephone: +359 2 818 09 53

The return package should be marked as fragile.

Before returning a Product to the Company, the Buyer/User has a legal obligation to keep it in her/his possession and take reasonable care for the Product. If the Buyer/User does not do this, the Company may have a claim against the Buyer/User for compensation. If Buyer's/User's order is cancelled in this way the Company shall refund any payment made when ordering, excluding standard delivery charges, within fourteen (14) days of receipt of the returned Product. Once the Product has been returned, a refund for the agreed amount shall be credited to the original method of payment.

In all other cases of a refund by the Company, it shall be made within fourteen (14) days of receipt of the duly returned Product/s.

The Buyer/User agrees the refund to be made to the original method/card of payment.

## **Cancellation**

The Buyer/User has a cooling off period of 30 days after the date on which she/he has received the order to cancel the agreement, return the Product/s at her/his cost and receive a refund of the purchase price, less any delivery cost.

During the cooling off period any cancellation must be given by written notice by the Buyer/User to the Company, accompanied by an electronic copy of the Product delivery receipt.

Products must be returned unused, undamaged and complete with all original packing, accessories and instructions. Products deemed as used shall not be accepted for a refund.

The right to cancel this contract shall not apply in respect of personalized or other products made to the Buyers specifications and non-stock Products ordered at Buyers specific request. Any cancelations in respect of such Products shall be subject to a 25% surcharge (in respect of the special order Product only).

In the case that the Company supply substituted products to the Buyer/User, her/his right to cancel is as set out above.

To exercise the right to cancel her/his order the Buyer/User may use, but is not obliged, the Standard Cancellation Form enclosed to these Terms and Conditions as Appendix 1. Also the standard instructions for exercising the Contract cancellation right can be found in Appendix 2 to these Terms and Conditions.

## Complaints

Any complaints about the Product or the Company may be sent to the support team: [support@findy.eu](mailto:support@findy.eu). There is no guarantee of a resolution. Each case shall be looked at individually, and the Company shall be in contact as well.

The Company shall do the best to resolve Buyer's/User's issue and help her/him enjoy the Product, the Website and the Mobile Application.

Any communication sent electronically by e-mail or otherwise:

- shall be deemed to have been sent once it enters an information system outside the control of the originator of the message;
- shall be deemed to have been received by the intended recipient at the time that in a readable form it enters an information system which is capable of access by the intended recipient;
- shall be deemed to have been dispatched in the case of a business at its principal place of business and in the case of an individual where he or she ordinarily resides;

To protect her/his own interests the Buyer/User should ask for a delivery receipt and retain a hard copy of that delivery receipt and the original correspondence.

If a User/Buyer finds that content sent by any method by the Company infringe copyright or other right, she/he may connect with the Company by e-mail or via the Contact form on the Website, so the Company can take an informed decision and actions.

## Worldwide Warranty

The Product hardware has one (1) year Worldwide Warranty.

The Company "Skorpion 7" OOD, 50 Gotse Delchev blvd., ap. 15, 1680 Sofia, Bulgaria warrants that the hardware Product shall be free from defects in materials and workmanship for a period of one (1) year from the date of delivery to the Buyer/User when used in accordance with Product's user manual, technical specifications and other Product's published guidelines.

If a defect in the Product arises within the Warranty Period, the Company shall repair or replace any defective Product, with a new one or refurbished Product or component. In the event of any defect in materials and workmanship, the Buyer/User shall be able to direct her/his claims to the Company, even in situations where she/he purchased the Product from a Partner Company.

To the extent permitted by law, The Company is not responsible for any consequential, incidental, exemplary or special damages, including any damages for replacement of lost or damaged objects or lost profits, arising from the use of the Product. The Company's total liability arising from the use of the Product or the hardware one (1) year Worldwide Warranty shall not exceed the original purchase price of the Product by the Buyer.

The Company cannot guarantee a phone or phone's software components, including operating system, to be compatible with the Product Mobile Application due to the large variation in the software systems.

This Warranty shall not apply where the instructions for use and activation of the Product are not complied with or where the Product is damaged as a result of accident of any kind, modifications, improper storage or other causes that are not defects in materials or workmanship. This Warranty shall not apply:

- to consumable parts, such as batteries or attaching materials, unless failure has occurred due to a defect in materials or workmanship;
- to cosmetic damage, including but not limited to scratches, dents and broken plastic body;
- to damage caused by accident, abuse, misuse, salty liquid contact, fire, earthquake or other external cause;
- to damage caused by service (including upgrades) performed by anyone who is not a fully authorized representative of the Company and/or its Partner;
- to a Product that has been modified to alter functionality or capability without the written permission of the Company;
- to defects caused by normal wear and tear or otherwise due to the normal aging of the Product; or if any serial number has been removed or defaced from the

Product, or if the Product is stolen or the Company reasonably believes that the product is stolen based on information provided by law enforcement authorities.

To claim a warranty service a Buyer/User has to connect with the Company or the Partner Company by e-mail or message on the Website and inform about the faulty Product. The User/Buyer shall have and show to the Company or the Partner Company the Product/s delivery receipt. In this case the Company or the Partner Company may ask the User/Buyer for purchase details and the User/Buyer may have to respond questions to assist with diagnosing potential issues, before processing with the warrantee service.

When a Buyer/User submits a valid claim under this warranty, the Company shall, at its option:

- repair the Product using new or previously used parts that are equivalent to new in performance and reliability,
- or replace the Product with a Product that is at least functionally equivalent to the Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability, or
- refund purchase price in exchange for the return of the Product.

In all the cases the User/Buyer has to send the faulty Product/s to the Company address or the Partner Company address for the warrantee service. The shipping can be made by Post or Currier Company and is at Buyer's/User's own cost and risk. Details of how to send by Post/Currier Company here:

Name: "Skorpion 7" OOD

Address: 50 Gotse Delchev blvd., ap. 15, 1680 Sofia, Bulgaria

Telephone: +359 2 818 09 53

The package should be marked as fragile.

The cost for shipping back the repaired/refurbished/replaced Product/s shall be paid by the User/Buyer.

When a Product or a part is replaced or a refund provided, any replacement item becomes User's/Buyer's property and the replaced or refunded item becomes Company's property.

A replacement part or Product or a repaired Product assumes the remaining warranty of the original Product from the date of replacement or repair.



## Important Safety Information and Disclaimers

WARNING: Failure to follow these safety instructions could result in fire, electric shock, or other injury or damage.

Handle the Product findy with care. It is made of plastic and has sensitive electronic components inside. findy can be damaged if dropped, burned, punctured, crushed or disassembled.

Don't put findy on fire, its battery may explode.

Don't open findy and don't attempt to repair it by yourself. If you need a repair, replacement or the battery is off, please contact us. We will do it for you.

Do not throw, disassemble, open, crush, bend, deform, puncture, shred, microwave, incinerate, or insert foreign objects into findy.

Do not immerse findy in salty water, it may be damaged and stop functioning correctly.

Listening to sound from your mobile phone at high volumes may damage your hearing. Background noise, as well as continued exposure to high volume levels, can make sounds seem quieter than they actually are.

findy is small and sleek which may present a choking hazard to small children. Keep it away from small children aged under seven (7) years old.

findy is using Bluetooth 4.0, low energy connectivity which can't harm your health or damage other devices.

findy is designed to be operated in temperature between - 20°C to + 70°C (-4° F to 158° F). Lower or higher temperature conditions might temporarily shorten battery life or cause findy to stop working properly.

"Skorpion 7" OOD as owner of the product and the trade mark "findy" is not responsible for any problems or technical malfunction of any telephone, mobile network, computer system and equipment, software or traffic congestion on the Internet.

Under no circumstances shall "Skorpion 7" OOD be responsible for any loss or damage of the user and its property.

## Disclaimer of Liability

The Website, its content, any material displayed on the Website, any information available on or through the Website and the Mobile Application is provided "as is" and "as available" and without any guarantees, conditions or warranties of any kind, either

expressed or implied, as to its accuracy to the fullest extent permitted pursuant to the applicable laws.

The Company does not represent or warrant that Buyer's/User's use of the Website and the Mobile Application, or their operation or function or any services offered in connection with the Website and the Mobile Application shall be uninterrupted or error free; that defects on the Website and the Mobile Application shall be corrected; or that the Website and the Mobile Application or its server or any links are free of viruses or other harmful elements.

Nothing in these Terms and Conditions shall limit Company's liability for death or personal injury arising from negligence, nor for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor for any other liability which cannot be excluded or limited by law.

The Company reserves the right to discontinue or alter any or all of the Website and Mobile Application services, and to stop publishing, at any time at Company's sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these Terms and Conditions, Buyer/User shall not be entitled to any compensation or other payment upon the discontinuance or alteration of any Website and Mobile Application services, or if the Company stop publishing the website.

The Company is not responsible for the actions of any person who uses its Product, Website and/or Mobile Application content.

### **Technical Requirements**

It is Buyer's/User's responsibility to ensure her/his computer or mobile device meets all the necessary technical specifications to enable her/him to access and use the Website and Mobile Application. Findy Apple Application and findy Android Application are only licensed for use on a device owned or controlled by the Buyer/User and using the Apple iPhone OS or Android OS (as applicable) so the Buyer/User must make sure that she/he uses an appropriate device to access and use findy Apple Application or findy Android Application.

### **Entire Agreement**

These Terms and Conditions, together with the Privacy Policy, shall constitute the entire agreement between the Buyer/User and the Company in relation to Buyer's/User's use of the Product, the Website, and Mobile Application.

## **Invalidity**

If any part of the Terms and Conditions is void or unenforceable (including any provision in which the Company exclude its liability to the Buyer/User) this shall not affect the validity of any other part of the Terms and Conditions. All other terms shall remain in full force and effect. So far as possible where any term or part of a term can be severed or removed to render the remaining part valid, the term shall be interpreted accordingly. Alternatively, the Buyer/User agrees that the term shall be rectified and interpreted in such a way that closely resembles the original meaning of the term as is permitted by law.

## **Force Majeure**

Except for where explicitly is stated otherwise, any party of a contract, which is still in force, is not responsible for failure, partial or full and / or where obligations are outside the terms of the contract, if the failure of obligations has occurred as a result of force majeure.

Party or his legal representative, who relies on force majeure shall immediately and fully inform the other party about the event occurred and take steps to prevent it and to limit its consequences.

Party or his legal representative, referring to the above-described event is exempt from liability only if the event occurred prevents him conscientiously fulfill the contract.

If within 15 days from the time of the force majeure event, it cannot be overcome, either party may request the other to terminate the contract without either party be liable for damages.

The party invoking force majeure shall demonstrate its inability to meet its obligations within 30 days from the time of the event.

## **Governing Law and Jurisdiction**

Any disputes relating to these terms and conditions which may occur between the Company and its Partners/Users/Buyer shall be settled by mutual agreement.

The Company shall not be responsible for any damages, lost profits, costs, claims or other liabilities if they occurred in violation of these Terms and Conditions.

Any disputes relating to these terms and conditions shall be governed by and construed in accordance with the Bulgarian Law and shall be submitted to the exclusive jurisdiction of a competent court in Bulgaria.

**Appendix 1 to the Terms and Conditions governing the use of findy product, its website and mobile application.**

Standard Cancellation Form

(Fill in and send this form only if you wish to cancel the Distance Contract and return the Product/s)

To: "Skorpion 7" OOD, Sofia 1680, Bulgaria, 50 Gotse Delchev blvd., ap. 15, e-mail: [support@findy.eu](mailto:support@findy.eu)

Hereby I inform you that I cancel the concluded by me Contract for buying the Product/s findy and using its Website and Mobile Application.

Ordered date:

Received date:

Buyer/User Name:

Buyer/User Address:

Buyer/User Signature (only if this form will be send on paper): .....

Date: .....

## **Appendix 2 to the Terms and Conditions governing the use of findy product, its website and mobile application.**

Information about exercising the Contract cancellation right.

Standard cancellation instructions:

Right to cancel the Distance Contract.

You have the right to cancel this Contract without pointing reasons in a term of 30 days after the date on which you have received your order.

To exercise your cancellation right you shall inform us about your name, delivery and billing addresses, phone number, and e-mail and send us a written notice, accompanied by an electronic copy of your order delivery receipt.

You may use the enclosed Standard Cancellation Form (Appendix 1 to these Terms and Conditions), but that's not obligatory.

For meeting the cancellation term it is enough to send your message about exercising the Contract cancellation right before the expiry of the cooling off term of 30 days.

If you cancel this Contract we shall refund all payments received from you, excluding the delivery charges, within fourteen (14) days of receipt of the returned Product/s. Once the Product/s has been returned, a refund for the agreed amount shall be credited to the original method of payment. We have the right to delay the refund until receiving the returned Product/s.

We expect you to send back or return the Product/s to the following address: "Skorpion 7" OOD, 50 Gotse Delchev blvd., ap. 15, 1680 Sofia, Bulgaria, telephone: +359 2 818 09 53 (the return package shall be marked as fragile) without undue delay and in any case not later than fourteen (14) days after the day on which you have informed us about the cancellation of this Contract.

You have to pay the shipping cost for returning the Product/s.

You are responsible only for reducing the Product's value because of handling other than what it is necessary to determine the nature, characteristics and better functioning of the Product.