

TERMS AND CONDITIONS FOR THE USE OF THE SERVICES OF “FINDY” LTD.

Welcome to the online platform/website of “FINDY” LTD.

Please, read through the stated terms below for the use of the services of “FINDY” LTD.

The access for the use of the present online platform and all other offered products and services, hereinafter referred to as “Services”, are subject to the following conditions, terms and remarks, governed by the present **TERMS AND CONDITIONS FOR THE USE OF THE SERVICES OF “FINDY” LTD.**

The present Terms and conditions govern the relations between “FINDY” LTD., an administrator and operator of the online platform/website, hereinafter referred to as “FINDY” or “WE”, on one side, and the persons, using the services, provided on the online platform, hereinafter referred to as “USERS” or “YOU” or “CLIENT”, on the other side.

The use of the Services, provided by “FINDY”, means that you read and understood the present Terms and conditions and you agree to abide by its provisions.

I. GENERAL DEFINITIONS AND PROVISIONS

Art. 1.1. The definitions that are used in the present Terms and conditions have the following meaning:

- **“FINDY” LTD** is an operator and administrator of the online platform/website: www.findy.eu, which is a Limited liability company, registered in the Commercial register at the Registry Agency with UIC:203643929, with registered seat and management address: city of Sofia, p.c. 1680, Krasno selo municipality, boul. “Gotse Detchev” № 50, ap. 15, e-mail: dbosovski@findy.eu;
- **„Platform“** – mobile application findy for iOS and Android, Web based application for the management of the devices and application server and API / Application programming interface that allows third persons to use the services, provided by the cloud servers for monitoring and surveillance of the Device.
- **„Device“** - GPS/GPRS device with additional sensors. The devices, offered by FINDY are the following:
 - **findy Lite** – a device, based on Bluetooth technology which interacts with smart phone for the purpose to be found or to initiate a sound.
 - **findy Pet** – a device, equipped with GSM modem and GPS receiver which, through the GPRS network, transmits data to the cloud server of Findy, which data pose the exact GPS coordinates or information for the GSM based stations, which are in its surroundings.
 - **findy One** – a device, equipped with GMS modem, GPS receiver and WiFi module which, through the GPRS network, transmits data to the cloud server of Findy. The Data that is exchanged can be periodic, exact GPS

coordinates, information for GSM based stations or WiFi networks, which are in its surroundings.

- **„Remote access“** – real time access in case of internet connectivity to the received information from “FINDY”, with regards to current or previous exact or approximate position of the device.
- **„Order“** – online action by which the User orders certain amount and type Devices, which he would like to purchase from “Findy”, which request shall be confirmed from “FINDY” in written form (where for written form shall be understood also confirmation, made through email), so to be binding for the latter.
- **„Purchased Device“** – A device, the ownership of which is passed to the User based on a Contract for sale from distance;
- **„Confidential information“** – all kind of commercial, financial or other data or any other compilation of all kind of information with regards to the technology of “FINDY” or the business of “FINDY” or other technologies or business, sent or in other way disclosed from “FINDY” before the User. The term “Confidential information” includes any written summary of previous oral or visual revelations from “FINDY” before the User, sent to the User.

Art. 1.2. “FINDY” LTD reserves the right to manage, regulate, control and change, as it sees fit in its sole discretion, in general or exact case, the content of the online platform/website, as well as the present Terms and conditions for the use of the services of “FINDY” LTD, without prior notice.

II. EFFECT OF THE TERMS AND CONDITIONS. ACCEPTANCE.

Art. 2.1. You accept the present Terms and conditions for indefinite period of time as of the moment when you register and/or use any service, provided by “FINDY” LTD and/or you are in a state of pre-contractual relations by means of establishing a communication between the parties.

2.2. The use of the online platform and/or the services of “FINDY” LTD means that you met and accepted with any further update of the present Terms and conditions.

2.3. The online platform shall be used only by the User. In case that the User provides an access to the platform to another person, the User will be solely responsible to him, that may arise from the usage of the service.

III. OBLIGATIONS OF THE USER

Art. 3.1. The User is obliged:

1. To accept the Devices – subject to the respective Order;
2. To use and follow the detailed instructions, that are provided on the platform/website, regarding the usage of the Devices and that the User met the provided instructions;
3. To follow all instructions, guidance, security terms of use, warranty labels and other accompanying the Devices and/or prescribed by law or the respective competent authority. The instructions for safe and proper use of the Device are provided to the User in a paper copy with the receipt of the Device;

4. For the purpose of exercising control on the compliance of the General warranty terms by the User, to monitor and carry out the necessary control on the proper use of the Device in compliance with its intended purpose and maintaining it in excellent condition for its proper functioning, where in case of any doubt about improper use, to immediately notify “FINDY” and to provide the latter with full information regarding the use of the Device;
5. In case of occurrence of failure or error in the Platform that leads to impossibility of the User to receive the needed information with respect to a certain Device, to immediately notify “FINDY” and to assist the latter for the purpose of its immediate removal;
6. To fully pay the price for the use of the Device within the specified terms;
7. The User is obliged to immediately notify “FINDY” in case that the User pledge, sell or in any other way provide for use the Devices, as well as in case that over the latter is imposed seizure;
8. The User shall not assign or transfer all or part of its right without the prior written consent of “FINDY”, where for such assignment shall not be understood the voluntary transfer of the Device and the use of the services, which option is provided on the platform of “FINDY”. In that case, the user is obliged to notify the third person for the rights and obligations of the latter under the present terms and conditions.
9. The User shall not disclose before third persons any functionalities, technology or any other information in connection with the provided services from “FINDY”, insofar as they constitute trade secret and utility model, according to the Law on patents and registration of utility models of Republic of Bulgaria.
10. The User declares and agrees that the provided services by “FINDY” shall be only understood as a chance for tracking of the Device. In all cases, FINDY shall not be responsible for any claims and infringement of rights that may arise from the use of the services from the User.

Art. 3.2. The User has the right:

1. To receive the ownership and the property rights over the purchased Devices;
2. To receive Remote access to the Platform, in case of internet connectivity, through which the User can receive information regarding the location of the Device. The access shall be provided after the registration of the User with user name (email address) and password and after inserting the unique activation code, displayed on the package of the respective Device;
3. To receive the recorded information by the Device, in case of internet connectivity after the registration of the User with user name (email address) and password, entering on the Platform, and entering the identification code of the respective Device;

IV. REGISTRATION

Art. 4.1. The procedure for registration on the online platform is voluntary and can be used by the User. The registration is necessary for the use of the service through the electronic online platform of “FINDY” LTD. In order to register, you need to fill in the registration form, which is to be found on the Platform.

4.2. As of completion of the registration procedure, You create a profile. The access to your profile can be made by user name (email address) and password, chosen by You with the completion of the registration form. The registered users can manage the devices which are connected to their profile or are shared with them. Under management shall be understood searching, change in the name, icon and description of the device, ordering a real-time tracking, sharing/stop sharing with another user, transfer of the device to another user, deletion of the device, change in settings for notification and turning off of the device. The necessary data for registration is name, family name, email and password.

4.3. Following a successful registration, You confirm that the personal information, provided by You during the procedure for registration, is true, accurate and up to date. **“FINDY” LTD.** shall not be responsible in any sense in case of false, incorrect or inaccurate information provided in a misleading way, as well as typing mistakes.

4.4. With the successful completion of the registration process, You confirm that:

- You are an adult, 18 years old or above;
- You read and accepted the present Terms and conditions;

4.5. Please, bear in mind that You are fully responsible for all actions, performed through your profile under the name of the profile. Disclosure of your password for access to another person is solely at your own risk.

4.6. With the purchase of the Device and after a successful registration on the Platform, You receive free of charge service through the Platform for the term of 12 /twelve/ months, as of the date of activation. After the expiry of that term, in order to track the device through the platform, You need to conclude a separate Service contract with “Findy”, where you shall pay an annual price for the service for each purchased and used by you Device. The present provision (Art. 4.6) does not apply for the product Findy Lite, as described in Art. 1.1. of the present Terms and conditions.

V. GENERAL WARRANTY TERMS

Art. 5.1. “FINDY” is obliged to maintain and service the purchased Devices during the warranty period of 12 /twelve/ months.

Art. 5.2. In case that the Device shows a defect or a fault, that is to be covered by the warranty of “FINDY”, the User is obliged to immediately notify “FINDY” and the User will be provided with instructions from Us for the purpose of its repair. If necessary, and after receipt of instructions, the User shall give the Device to “FINDY” within the term of 24 /twenty four/ hours as of receipt of instructions.

Art. 5.3. In case of identified defect or fault on the Device by “FINDY”, the latter is obliged in 1 /one/ months as of receipt of the defected Device:

1. To repair the Device on his expense; or
2. To replace the Device with another.

Art. 5.4. After expiry of the warranty period for maintenance and servicing of the Devices, “FINDY” may provide post warranty service under conditions, specified in a separate agreement, concluded between the Parties in written form, where the User shall pay additional remuneration to “FINDY”, as specified by the Parties in that additional agreement.

VI. CONFIDENTIALITY

Art. 6.1. The User is obliged not to disclose Confidential information, representing production or trade secret of “FINDY”, which is accessed or became known to him in relation to the execution of the present Contract.

6.2. The User shall not, without any legal ground or without prior written consent from “FINDY”, provide or disseminate to third parties any Confidential information, in whatever form and in whatever form, in relation to the execution of the present Terms and conditions.

6.3. The User is obliged to preserve the good name and the commercial prestige of “FINDY”, as well as to refrain from any activities that could affect them.

6.4. The user shall not show, reproduce, use, store or copy, fully or partly, without prior written consent from FINDY projects, schemes, calculations, working method or model, server/mobile/program software or other technical documentation, which was provided from FINDY in connection with the execution of the present Terms and conditions. Such documents and their copies are property of FINDY.

6.5. All Confidential information shall be kept in strict confidence on behalf of the User and shall not be disclosed before any persons, no matter of what purposes without the prior explicit written consent from FINDY.

6.6. The User is obliged to, without any explicit prior written consent from FINDY, to use or disclose any Confidential information, no matter for what purposes is to be used. The Confidential information under no circumstances is to be used by the User for commercial purposes.

6.7. As of termination of the relations between the parties and after the execution of all obligations, immediately upon request from FINDY at all times, the User shall return to FINDY all projects, schemes, calculations, working method or model, server/mobile/program software or other technical documentation, which was provided from FINDY and shall confirm in writing that this requirement is met.

6.8. In case that the User discloses Confidential information to any third party in violation of its obligations under the present Article or violates whatever provision under this Article, the latter owes to FINDY a penalty in the amount of 10 000 /ten thousand/ leva, for each separate violation, where FINDY is entitled to claim all damages, that exceed the size of the above penalty, following the law. The User declares that the above penalty is not excessive and is not contrary to the good faith principles.

VII. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

Art. 7.1. FINDY reserves and owns all rights in accordance with the Bulgarian and International law over the Platform and the Devices, including the technologies for their producing, where FINDY does not transfer to the USER any of the owned intellectual and industrial rights over the above mentioned.

7.2. The User shall not on its own or on behalf of someone else show, advertise, reproduce, use, store or copy, fully or partially, without prior written consent from FINDY, the Platform and the Devices, including the technologies for their producing, if the above actions are not for the purpose of execution of contracts with the Client for the subject – Device, purchased from FINDY.

7.3. Projects, schemes, calculations, working method or model, server/mobile/client software and other that may be subject to intellectual or industrial property rights, which arise and belong exclusively to FINDY.

7.4. The User is obliged to do everything necessary and useful, so to ensure the exclusive rights to FINDY over the Platform and the Devices, including the technologies for their producing, according to the present Terms and conditions.

7.5. The right of filing for registration in the respective registers of the Patent authority, over

the Platform and the Devices, including the technologies for their producing, belongs exclusively and only to FINDY.

7.6. In case that the User violates any of the provisions, provided in this article, the latter owes to FINDY a penalty in the amount of 10 000 /ten thousand/ leva, for each individual violation, where FINDY is entitled to claim all damages, that exceed the size of the above penalty, as provided by law. The User declares that the above penalty is not excessive and is not contrary to the good faith principles.

VIII. APPLICABLE LAW, COMPETENCE AND LANGUAGE

Art. 8.1. For the unsettled issues by the present Terms and conditions, the provisions of the Bulgarian commercial and civil law shall apply.

Art. 8.2. The Parties shall resolve all arisen between them disputes under this Terms and conditions voluntarily through negotiations. All disputes under this Terms and conditions, arising from or concerning its interpretation, validity, breach or termination, shall be settled by the competent Bulgarian court.

IX. OTHER

Art. 9.1. The present Terms and conditions can be changed and amended at all time, depending on the sole discretion of “FINDY”, where the changes and/or amendments enter into force as of the moment of their publishing on the website and the online platform of “FINDY”.

Art. 9.2. In case that the User does not agree with any of the provision of the present Terms and conditions, He/She has the right to file an objection to “FINDY” within 1 /one/ week time as of purchasing of the device, for which the Terms and conditions apply. The abovementioned objection shall be made to the following email address, namely: dbosovski@findy.eu; In case that in the abovementioned term as of purchase or acceptance of the present Terms and conditions during registration on the platform of “FINDY”, the same shall be in force 1 year after deregistration of the respective user.

Art. 9.3. If any of the provisions of the present Terms and conditions are deemed to be void, illegal, invalid or otherwise not applicable, according to the Bulgarian law, they the respective provisions shall be removed, but the rest of the provisions shall remain into force and be applicable.

Art. 9.4. The present Terms and conditions are drafted in Bulgarian and English. In case of conflict between the two texts, the Bulgarian version shall prevail, which is to be found here: www.findy.pet

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