

# **Terms and Conditions – FINDMYSAFE**

## **1. Ownership**

In compliance with Law 34/2002 on Information Society Services and Electronic Commerce (LSSICE), we inform you that this site is owned and operated by ALTO DE LOS GODOS S.L., a Spanish commercial company with registered office at Carretera de Rubí 88, Sant Cugat del Vallès, 08174, Barcelona, Spain.

Tax identification number: ESB21756663

Email address: support@findmysafe.com

## **2. Acceptance**

This website and the SMS-based location service called Findmysafe (hereinafter, the Service) is available to any user for their own personal use and is subject to the following terms and conditions: these Terms of Use and Contracting (hereinafter, TUC), our Privacy Policy, and our Cookie Policy. Cuando usas el Servicio, aceptas estas CUC y el resto de términos y condiciones.

When you use the Service, you accept these TUC and the rest of the terms and conditions.

## **3. Service Description**

Through the Service, Findmysafe allows the location of the current position of a person who consents to being located. The Service allows an SMS to be sent to the recipient to inform them that someone wishes to know their location. If the recipient of the message expressly accepts, the recipient's geolocation at that specific moment is shared with the requester.

In no case does geolocation go beyond the specific moment at which it has been accepted.

it only provides the means to attempt to achieve this purpose. If the person is missing, has a stolen or switched-off mobile phone, or does not accept the link sent in the SMS, we will not be able to obtain their GPS position.

## **4. External links**

The Service may redirect you to other websites through links.

However, Findmysafe does not control those sites or their content, which are in fact subject to their own terms and conditions. Therefore, Findmysafe is NOT responsible for the quality, truthfulness, or accuracy of those sites.

## **5. Age**

With regard to the use of the Service, you declare that you are of legal age and that you have the legal capacity necessary to be bound by this agreement and to use it in accordance with its terms and conditions, which you fully understand and acknowledge.

You declare that all the information you provide in order to access the Service, both before and during its use, is true, complete, and accurate.

## **6. Intellectual and industrial property**

The content and information of the Service (including, among other things, data, text, sound, images, or computer code), as well as the infrastructure used to provide such content and information, are the property of Findmysafe or are used under the corresponding authorizations.

In addition, the modification, reproduction, duplication, copying, distribution, sale, resale, and any other forms of exploitation of the Service for commercial or equivalent purposes are prohibited.

For any other use of the content of the Service, you need our prior written consent.

## **7. User content**

You may contribute to the Service by sending us messages to our email address or through the contact form (hereinafter, "Content").

We may use your Content in various ways, such as displaying it on the website, reformatting it, translating it into other languages, editing it for clarity, correcting errors, promoting it, or distributing it.

Therefore, by submitting Content to us, you grant Findmysafe a worldwide, non-exclusive, royalty-free license, valid until the content is withdrawn, transferable and sublicensable, to use such Content.

This means that the content remains yours, but Findmysafe, by virtue of this license, may: a) use, reproduce, modify, adapt, translate, distribute, and publish the Content, create derivative works from it, display and perform it worldwide, by any means now known and for any legitimate purpose; and b) use the name you submit in connection with that Content.

However, Findmysafe reserves the right not to publish any content or information that is false, illegal, misleading, or contrary to the rights of third parties.

## **8. Price and taxes**

The prices of the plans offered on Findmysafe are indicated in euros (€) and include the value added tax (VAT) applicable to these services in Spain.

If the customer's place of residence or domicile is another Member State of the European Union or a third country, the price of the plan may be subject to changes if the applicable tax rate is different.

## **9. Formas de pago**

Payment for the contracted Service may be made:

- By VISA or MasterCard credit or debit card, with the amount charged at the time of purchase of the products.

In this regard, Findmysafe informs credit and debit cardholders that it is responsible for transactions carried out in the online store. These transactions are performed on a secure page, using SSL technology to guarantee the security of data transmission.

## **10. Validity of offers**

The Service offered, and the prices of its possible plans or modalities, will be available for purchase as long as they are accessible through this website.

In any case, Findmysafe reserves the right to make any modifications to the Service that it deems appropriate, and may update products and services according to market conditions.

With regard to the prices shown on the website, Findmysafe reserves the right to change them without prior notice.

Please note that despite the updates made to the Service prices, they may contain errors. We will promptly correct any errors that appear, but they shall not be binding with respect to the Service.

## **11. Warranties**

All rights granted to you as a consumer and user under applicable laws are guaranteed.

In any case, although Findmysafe will make all commercially reasonable efforts to provide the Service, you understand that: a) the user's Geolocation requires the recipient's express consent; and b) that even with such consent, the state of technology does not guarantee that their location will always be obtained or that it can be obtained with sufficient accuracy.

In any case, and to the extent permitted by law, Findmysafe reserves the right to refuse, suspend, or cancel the provision of the Service at its sole discretion.

## **12. Liability**

By using the Service, you confirm that: a) you have obtained the phone number you intend to locate in a lawful manner and with the prior consent of its holder; and b) you do not intend to use the Service for any unlawful purpose.

On the other hand, to the extent permitted by applicable law, Findmysafe shall not be liable for any loss of data or programs resulting from the use of the Service.

## **13. Security**

Findmysafe guarantees the security of the Service in accordance with current technological knowledge.

However, Findmysafe cannot guarantee the complete security of the Service, although it undertakes to remedy and implement the appropriate corrective measures to fix any potential security breach as soon as possible.

The user undertakes to notify the Service immediately, by email to [support@findmysafe.com](mailto:support@findmysafe.com), of any loss of information, unauthorized access or use by third parties, or any situation that could lead to the impersonation of other users.

Findmysafe shall not be liable for any damage that may arise from the use of the Service if it originates from unforeseen technical problems or, if foreseeable, unavoidable problems. Likewise, Findmysafe shall not be liable when the damage is caused by the defective actions of the user, whether as sender or recipient of the message.

## **14. Subscription and refund**

You access the service using a 24-hour trial for €0.50, and after that period, if you do not cancel your account, your subscription to the service will be monthly in the amount of EUR 39.00 and will automatically renew for the same period of time until terminated.

Unless you cancel your subscription, you authorize us to charge the

corresponding monthly subscription fee to your payment method.

You may cancel your subscription to the Service at any time, and you will continue to have access to it until the end of your monthly billing period. To the extent permitted by law, payments are non-refundable and we do not provide refunds or credits for partial monthly subscription periods.

If the credit card used to subscribe to the service does not have sufficient funds at the time the monthly charge is made, the account will be cancelled immediately.

## **15. Withdrawal**

If you contract the Service, you will be contracting the supply of digital content not provided on a tangible medium.

Therefore, from the moment the content has begun to be executed, you accept and understand that the right of withdrawal does not apply to this contract, as established in Article 103(m) of the General Law for the Defense of Consumers and Users, approved by Royal Legislative Decree 1/2007 of 16 November.

## **16. Amendments and invalidity**

We may update the terms and conditions of the Service in the future, as well as the features and functions of the Service itself.

We will inform you of changes to the terms and conditions by placing a notice in a prominent place on our website and/or by email.

If any clause included in our terms and conditions is declared, in whole or in part, null or ineffective, this shall affect only that provision or the part thereof that is declared null or ineffective.

The remaining terms and conditions shall remain in force, and such provision, or the affected part thereof, shall be deemed not to have been included.

## **17. Claims and actions arising from the contract**

This service is governed by Spanish law.

In order to simplify the resolution of civil claims and reduce costs, we do not exclude the possibility of submitting to an Equity Arbitration of the Arbitration Court of the Chambers of Commerce and Industry.

In this regard, and in accordance with applicable regulations, Findmysafe informs you of the existence of a European online dispute resolution platform that facilitates the out-of-court resolution of such disputes for contracts also concluded online between consumers and Internet service providers. This

platform can be accessed through the following website:  
<http://ec.europa.eu/odr>

## **18. Contact**

For any clarification, incident, or claim, you may contact us through:

Email: [support@findmysafe.com](mailto:support@findmysafe.com)

Address: Carretera de Rubí 88 Sant Cugat del Vallès, 08174, Barcelona,  
España