

Terms and Conditions for providing services by electronic means

Effective as of 01/10/2022

Hello,

HiPets is a platform that allows you to connect with experts in various areas of animal care.

The administrator of the website and the mobile application providing services by electronic means is HIPETS APP LTD (a company registered in England and Wales under company number 14348396 whose registered office is at Craven House 40-44 Uxbridge Road, Ealing, London, United Kingdom, W5 2BS);

Contact regarding the website and mobile application is possible at contact@hipets.com.

Below are the regulations describing the rules of using the website and mobile application.

§ 1 Definitions

In these Terms and Conditions, the following terms shall have the meanings set out below:

- 1) Administrator - HIPETS APP LTD (a company registered in England and Wales under company number 14348396 whose registered office is at Craven House 40-44 Uxbridge Road, Ealing, London, United Kingdom, W5 2BS);
- 2) Application - mobile HiPets application available to download in AppStore and GooglePlay,
- 3) Expert - specialist in a specific area of animal care, whose business card is available on the Website or in the Application,
- 4) Consumer - a natural person performing a legal transaction with the Administrator or a Specialist not directly related to its business or professional activity; Consumer is also a User,
- 5) Entrepreneur with a consumer status (ECS) - a natural person concluding with the Administrator or the Expert the agreement directly connected with its business activity, if the contents of such an agreement indicate that it is not of a professional nature for such a person, resulting in particular from the scope of its business operations, provided under the provisions of the Central Register and Information of Businesses; ECS is also a User,
- 6) Privacy Policy - the privacy policy is available at <https://www.hipets.com/privacy-policy.pdf>,
- 7) Regulations - the regulations are available at <https://www.hipets.com/terms.pdf>,
- 8) Regulations of the Expert - the regulations for the provision of services by the Expert available to the User from the level of the Expert's business card and subject to acceptance by the User at the stage of booking an appointment to the Expert,
- 9) Website - the website is available at <https://hipets.com>,
- 10) User - a natural person using the Website or Application.

§2 Preliminary provisions

1. The Administrator provides the User with the services electronically.
2. The services provided electronically by the Administrator may only be used by persons who are aged over eighteen and have full legal capacity.
3. If the User uses the services provided electronically by the Administrator on behalf of another entity, it means that he or she has the authorization to act on behalf of that other entity and that that entity has read the Regulations and accepts its contents in full.
4. The Regulations establish the rules for the provision of electronic services, in particular the rights

and obligations of the Administrator and the User.

5. The Administrator provides the User with a possibility of using the Website and Application but is not a party to the agreements that the User concludes with Experts regarding the use of the Website or Application. The role of the Administrator is limited to connecting the User with the Expert. The rules for providing services by the Expert are described in the Regulations of the Expert.
6. The User does not pay the Administrator any payments related to the use of the Website or Application. The Website allows you, however, to pay the fee directly to the Expert using an external payment gateway.
7. Browsing the publicly available content of the Website is possible without providing personal data, but the use of some functions of the Website may require providing certain data via forms available on the Website.
8. Using the Application requires establishing a User account, and therefore also providing personal data at the stage of registering of such an account.
9. To use the Website, the computer or any other device of the User does not have to meet any specific technical conditions. It is sufficient to have:
 - 1) Internet access,
 - 2) standard operating system,
 - 3) standard Internet browser,
 - 4) active e-mail address and an active telephone number - to use some of the Website's functions.
10. To use the Application, you must have a smartphone, Internet access and the AppStore or GooglePlay application that allows you to download the Application. The Administrator grants the User a non-exclusive, free license to install the Application on his or her device, store the Application in the device's memory and to use the Application.
11. In order to ensure the safety of the User and the transfer of data related to the use of the Website and the Application, the Administrator takes technical and organizational measures appropriate to the degree of threat to the security of the services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.
12. The Administrator takes steps to ensure the proper functioning of the Website and the Application. The User should inform the Administrator about any irregularities or interruptions in the functioning of the Website or Application.

§ 3 User Account

1. The User may register the User's account on the Website or in the Application.
2. The User Account registered via the Website also allows you to log in to the Application, and the User Account registered via the Application also enables logging in to the Website.
3. Registration of the User's account leads to the conclusion of an agreement with the Administrator for the provision of electronic services in the form of user account management and providing the User with the possibility of using the Website or Application functions available only to Users with an account, which functions are described in the Regulations. The contract is concluded for an indefinite period and either party may terminate it at any time. The User may also withdraw from this agreement in accordance with the provisions of § 11 of the Regulations.
4. The User is obliged to ensure the confidentiality of access data to his account.
5. Some of the Website's functions may be available only to the User who has an account.

6. The use of the Application is possible only by the User who has a User account, except for the Expert search function available without logging in.

§ 4 Business cards of Experts

1. As part of the services provided electronically, the Administrator provides the User with the opportunity to view the business cards of Experts visible on the Website or in the Application and to search for Experts using the search engine available on the Website and in the Application.
2. Browsing business cards and using the search engine is possible without the need for a User account.
3. Experts' business cards contain information published by Expert using the functions available to them on the Website or in the Application. In case of doubts as to the information contained in the business card, the User should contact the Expert. The User may also notify the Administrator about his or her doubts.

§ 5 Services provided by Experts

1. Within the services provided electronically, the Administrator provides the User with the possibility of booking an appointment with the Expert selected by the User via the Website or the Application.
2. Booking an appointment requires a User account.
3. The booking is made by completing the form in which the User provides the information necessary to make the booking, in particular, selects the scope of the service to be provided during the appointment, the type of appointment and the date of the appointment. If the Expert selected by the User requires prepayment in the booking process, booking the appointment requires payment by the User. The payment is made via an external payment operator directly to the Expert.
4. After filling in and submitting the form, the User will be displayed confirmation of the booking.
5. Booking an appointment leads to the conclusion of an agreement with the Expert selected by the User for the provision of the service, under which the Expert undertakes to perform the service selected by the User at the booking stage, and the User shall pay the Expert a remuneration, with the proviso that the Expert may propose a modification of the scope of services or refuse to provide the service at all, if it turns out that the User's expectations are impossible to meet, endanger the health or life of the animal, are inconsistent with the professional practice of a Expert, etc. In such a situation, the User is entitled to a refund of all or part of the payment made to the Expert from the Expert, and if the modification of the scope of the service involves an increase in the Expert's remuneration, for which the User agreed in a conversation with the Expert, the User is obliged to pay the Expert additional remuneration. Booking an appointment is tantamount to accepting the Expert's separate regulations, which are made available to the User via the Website or the Application.
6. The scope of the service provided by the Expert results from the description of the service on the Website or in the Application. This description is published by the Expert as part of the functions available to him or her on the Website or in the Application. In case of doubts as to the scope of the service, the User should contact the Expert before making the reservation. The User may also notify the Administrator about his or her doubts.
7. The rules for providing service by the Expert are described in the Regulations of the Expert.
8. The service is performed in a place resulting from the type of selected appointment:
 - 1) stationary appointment - the appointment takes place at the premises of the Expert, at the address indicated on the Website or in the Application; the User bears the costs of travel to the place of the appointment,

- 2) appointment requiring travel - the appointment occurs at the place indicated by the User, within the limits of the Expert's territorial availability specified in the Expert's business card; the User is obliged to ensure the conditions for the appointment provided to him or her by the Expert,
 - 3) on-line consultation - the appointment takes place via the ICT system provided by the Administrator; the User is obliged to provide for him- or herself with the hardware, software and connection to the Internet that allow for uninterrupted online video consultation.
9. The Expert decides about the type of appointments available to a given Expert, which is reflected in the Expert's business card and information available at the booking stage.
 10. The Administrator is not a party to the agreement referred to above. The role of the Administrator is limited to providing the User with the technical possibility of concluding an agreement directly with the Expert.
 11. The contract referred to above is concluded between the User and an Expert selected by the User, whose identification data are visible on the Website or in the Application. If the Expert provides such an option, the User may, at the booking stage, select an Expert's employee who will perform the service on behalf of the Expert.
 12. The payment due to the Expert for the performance of the service is indicated in the description of the service referred to above. If the payment is determined by indicating the range, the final amount of the payment will be determined during the appointment with the Expert.
 13. If, in the process of booking an appointment, the User makes a payment to the Expert of a part of the remuneration referred to above, this payment shall be treated as an advance payment referred to in art. 394 of the Civil Code. If, on the other hand, the User pays the entire remuneration, this payment is treated as payment of the remuneration due to the Expert in advance.
 14. Changing the previously agreed date of appointment with the Expert is possible only if the Expert provides such a possibility and within the limits of the Expert's availability resulting from the Expert's calendar.
 15. The User can cancel the booking. If the booking is accompanied by a prepayment and the booking is canceled no later than 24 hours before the booked date of the appointment, the amount of the prepayment is automatically refunded to the User. If the booking is canceled later than 24 hours before the booked date of the appointment, the Customer may individually ask the Expert to refund the prepayment, but the Expert can make his or her own decision in this regard.

§ 6 Online consultation

1. As part of the services provided electronically, the Administrator provides the User who has booked an on-line appointment with the possibility of conducting a video consultation with the Expert via the ICT system provided by the Expert.
2. In order to conduct a video consultation with an Expert, the User is provided with a link to a virtual room where the on-line appointment takes place.
3. The Administrator ensures the proper security of the ICT system used to conduct on-line appointments in order to ensure the confidentiality of the information provided during the appointment.

§ 7 Opinions on Experts

1. As part of the services provided electronically, the Administrator provides the User with the possibility of publishing and viewing opinions about Experts.

2. Opinions on Experts may only be published by the User who has an account.
3. The opinion may only be added by the User who has previously used the services of an Expert, which is confirmed by the ICT system of the Website or Application.
4. Adding an opinion is possible only within 30 days after the appointment with the Expert. The Administrator retains the right to delete opinions added after this date.
5. If the Administrator suspects that the appointment did not take place, and the User nevertheless added an opinion, the Administrator may suspend the publication of such an opinion until the situation is clarified by the User.
6. By adding an opinion, the User agrees to its publication on the Website or in the Application along with his or her personal data, such as name and surname, image. The User may withdraw consent at any time by contacting the Administrator, which will lead to the removal of the opinion.
7. The Administrator provides only ICT resources for storing and publishing opinions, without exercising preventive control over the content of the opinion, but retains the right to moderate or remove opinions that violate the law, Regulations or decency.

§ 8 SMS notifications

1. In connection with the use of the Website, the User receives SMS notifications.
2. SMS messages are sent in the following situations:
 - 1) making an appointment in the case of adding an appointment to the calendar by the Expert him- or herself (unless the Expert turns off shipping for a specific appointment),
 - 2) cancellation of the appointment,
 - 3) editing of the appointment,
 - 4) reminder about the date of the appointment,
 - 5) invitation to use the Website (only when the User is added to the database as part of a business account by the Expert).

§ 9 Unlawful conduct

1. The User is obliged to use the Website and Application in a manner consistent with the law, the Regulations and public decency.
2. In particular, the following actions are forbidden:
 - 1) sending illegal content,
 - 2) using the Website or Application to conduct marketing activities,
 - 3) violating the privacy of other Users,
 - 4) making attempts to access resources not intended for the User,
 - 5) adding untrue opinions about Experts,
 - 6) making attempts to disturb the proper operation of the Website or Application,
 - 7) making attempts to obtain data for purposes other than the subject of the Website or Application,
 - 8) committing actions bearing the features of unfair competition, in particular making attempts to impersonate the Administrator or acting to his or her detriment,
 - 9) infringing copyrights to the elements, content of the Website or Application.

3. In the event of unauthorized use of the Website or Application by the User, the Administrator sends a reprimand to the User.
4. In the event of a repeated unauthorized use of the Website or the Application, the Administrator may terminate the contract for servicing the User's account with immediate effect, which results in the User's loss of access to the Website or Application functions available to users with accounts.

§ 10 Complaints

1. Complaints related to services provided electronically by the Administrator may be submitted in writing at the address of the Administrator's seat or by electronic means at contact@hipets.com.
2. The complaint should contain data allowing the identification of the User, a description of the circumstances to which the complaint relates and the User's requests related to the complaint.
3. The Administrator shall process the complaint in 14 days from the day of its receipt.
4. Complaints about the services provided by Experts should be directed directly to the Experts. If the Administrator receives such a complaint, the Administrator transfers the complaint to the appropriate Expert.
5. The rules for considering complaints by the Expert are described in the Regulations of the Expert.

§ 11 Special rights of the Consumer and ECS

1. The Consumer and ECS may withdraw from a distance agreement with the Administrator within 14 days of its conclusion.
2. The rules for withdrawing from the agreement concluded with the Expert via the Website arise from the Regulations of the Expert.
3. To withdraw from the agreement concluded with the Administrator, the Consumer or ECS must inform the Administrator about his or her decision to withdraw from the agreement by an unequivocal statement - for example, a letter sent by post, fax or e-mail.
4. The Consumer has the option of using extrajudicial means of dealing with complaints and pursuing claims. Among other things, the Consumer has the option to:
 - 1) apply to a permanent amicable consumer court with a request to resolve the dispute arising from the concluded agreement,
 - 2) apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the User and the Administrator,
 - 3) use the help of a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.

§ 12 Personal data and privacy

1. The controller of the personal data of the User is the Administrator.
2. In matters related to the processing of personal data by the Administrator, the User may contact the following e-mail address contact@hipets.com.
3. The User's personal data is processed by the Administrator in order to provide electronic services pursuant to art. 6 sec. 1 point b of the GDPR (performance of the agreement) and for archival purposes for the purpose of investigating, establishing or defending claims pursuant to art. 6 sec. 1 point f of the GDPR (legitimate interest pursued by the Administrator).

4. If the User makes a complaint, the User's personal data is also processed by the Administrator in order to handle the complaint process and for archival purposes for the purpose of investigating, establishing or defending claims pursuant to art. 6 sec. 1 point f of the GDPR (legitimate interest pursued by the Administrator).
5. The User's personal data is stored until the expiry of the limitation period for claims related to services provided electronically.
6. User's rights related to the processing of his or her personal data: the right to request the Administrator to access his or her personal data, the right to rectify it, the right to delete it, the right to limit data processing, the right to object to data processing, the right to transfer data, and the right to submit complaints to the supervisory authority.
7. In a situation where the User concludes an agreement with an Expert, the Expert also becomes an self-directed, independent collector of the User's personal data. Information related to personal data processing by the Expert is included in the Regulations of the Expert.
8. The Website and the Application use cookies technology and other similar tracking technologies.
9. Details related to the processing of personal data and cookies are described in the Privacy Policy.

§ 13 Reporting of breaches

1. If the User believes that any materials, content or information contained in the Website or Application violate his or her rights, goods or interests, he or her may send a relevant notification at contact@hipets.com.
2. The Administrator reviews the reports immediately, no later than within 14 days.

§ 14 Miscellaneous

1. The Regulations may be changed for important reasons such as legal, technological, or business changes. The User who has a User account is notified in advance via e-mail about the planned amendment to the Regulations. In case of disagreement with the introduced changes, the User may, without incurring any costs, stop using the services provided electronically by the Administrator, including terminating the contract for the provision of electronic services with immediate effect.
2. Any disputes related to the Website or the Application are resolved by the court having jurisdiction over the Administrator's seat, with the proviso that this provision does not apply to Consumers and ECS, where the court's jurisdiction is determined on general terms.