



TERMS AND CONDITIONS

eBeauty24

This set of terms and conditions is addressed to users of the [eBeauty24](#) application. If you have any questions or concerns regarding its content, please write to us at the following email: info@ebeauty24.online. We will try to help as quickly as possible!

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§1. DEFINITIONS

Application/Service/eBeauty24	Dedicated software and system with all its functionalities offered and supported by the Service Provider under the name "eBeauty24," available on the internet at https://ebeauty24.online and through mobile applications for iOS and Android. Activation of an account in the Application requires the User to accept the Terms and Conditions, Privacy Policy, and a declaration of being at least 16 years old. The Application is used, among other things, to browse the Profiles and services provided by Partner Salons and to make reservation appointments.
eBeauty Planner Application	Dedicated software and system for Partner Salons with all its functionalities offered and supported by the Service Provider under the name "eBeauty Planner," available on the internet at https://ebeauty-planner.com and through mobile applications for iOS and Android. The application is used, among other things, for managing the appointment reservation system and internal structure related to services provided by the Partner Salon. Also referred to in the Terms and Conditions as eBeauty Planner.
Service Provider	Dawid Gawłowski conducting business under the company name DejvSoft Dawid Gawłowski, located in Opole – address: ul. Sieradzka 19/26, 45-304 Opole, VAT ID (NIP): 7543124313, Business Registry Number (REGON): 365096253; Email: info@ebeauty24.online .
User	A natural person who has reached the age of 16, a legal person, or an organizational unit without legal personality that has created an account in the User Application - eBeauty24 to use the services of the Partner Salon.
User Account	An integral part of the Application's infrastructure, allowing logged-in Users to use the available services and solutions of the Application. Within the account, the User creates their profile enabling identification and access to the full functionality of the Application.
Terms and Conditions	The present Terms and Conditions defining the terms and rules for providing electronic services in the eBeauty24 Application for Users

GDPR	Regulation of the European Parliament and the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) along with subsequent amendments.
Agreement	Agreement for providing electronic services concluded under the conditions described in the Terms and Conditions. In other documents in the Service, it may be referred to as “Contract”.
Services	Electronic services provided by eBeauty24 related to the Application for the User.
Partner Salon Services	Services offered to Users by Partner Salons through the Application, related to the broadly defined beauty industry and associated services (Cosmetic salon, Hairdresser, Barber shop, Nails, Facial treatments, Body treatments, Depilation, Eyebrows and eyelashes, Makeup, Massage, Tattoo and piercing, Podology, Physiotherapy, Psychotherapy, Aesthetic medicine, Natural medicine, Pets, Training and diet, Dentist, Tanning salon, Permanent makeup, Yoga and relaxation, Other related).
Profile	The Partner Salon's profile visible to the User in the eBeauty24 Application.
Partner Salon	A natural person, legal person, or organizational unit without legal personality, which based on the Agreement uses the Application in connection with its business or professional activity, has registered, and created a Partner Salon Account. For the purposes of the Terms and Conditions, this term also refers to the employees and associates of the Partner Salon.

§2. AGREEMENT AND USER ACCOUNT

1. The agreement for using the Application is made between the Service Provider and the User via the Application.
2. To enter into the Agreement, it is necessary to create a User Account by completing the registration form available in the Application, accepting the Terms and Conditions and Privacy Policy available here, and making a declaration of being at least 16 years old in the form.
3. The Agreement is concluded for an indefinite period from the moment of proper establishment of the User Account.
4. The provision of personal data by the User during account creation is voluntary, but necessary for its establishment and effective conclusion of the Agreement. Details related to data processing have been described in the Privacy Policy.

§3. TERMINATION AND DISSOLUTION OF AGREEMENT

1. The User may terminate the Agreement by sending a clear statement to this effect to the email address: info@ebeauty24.online.
2. The User has the right to dissolve the Agreement by independently deleting their User Account in the Application or by contacting the Service Provider at the above email address.
3. The Service Provider reserves the right to terminate the Agreement resulting in the deletion of the User Account if the User's actions are inconsistent with the Terms and Conditions, applicable law, or good manners.
4. Termination of the Agreement occurs after the User is previously called to cease violations, within no less than 14 days. The Service Provider may send a summons to the email address provided by the User when setting up the User Account.

§4. WITHDRAWAL FROM AGREEMENT

1. The User, who is a consumer within the meaning of the relevant regulations, has the right to withdraw from the Agreement within 14 days from the day of its conclusion, without giving any reason.
2. The template of the withdrawal form constitutes an annex to the Terms and Conditions. The User may submit a statement electronically to the email address: info@ebeauty24.online, or by traditional mail to the Service Provider's address.

§5. TECHNICAL REQUIREMENTS

1. To use the Application, it is necessary to have a device capable of connecting to the Internet, an active internet connection, a web browser, and a current email address.
2. The User should independently and at their own expense verify whether the device meets the necessary technical requirements and has up-to-date software and access to the Internet.

3. The Service Provider notes that the use of services provided electronically may involve risks, however, not exceeding the standard risk associated with using the Internet. The User should consider this, even despite using systems to protect their infrastructure against unauthorized third-party actions.
4. The User, to avoid risks, should equip their computer and other electronic devices used to connect to the Internet with antivirus software. Such a program should be continuously updated. Protection against the aforementioned threats can also be provided, among others, by an enabled firewall, software updates, not opening email attachments of unknown origin, disabling macros in MS Office files of unknown origin, regular comprehensive system scans with antivirus and anti-malware software, and using original systems and applications from a legal source.
5. The User should take appropriate measures to protect their login data to the Application, the Service Provider is not responsible for losses resulting from the disclosure of this data to unauthorized persons.
6. Everyone using the Internet (not only the User) may view the Partner Salon's Profile and reviews about Partner Salons, as well as use the search engine on the Site.

§6. SERVICES PROVIDED WITHIN THE APPLICATION

1. Based on the Agreement, the Service Provider provides the following services free of charge to Users, including:
 - Enabling the creation of a User Account and its use;
 - Presentation and provision of Partner Salons' Profiles;
 - Enabling the search and making reservations for Partner Salon Services;
 - Adding reviews about the Partner Salon and its services;
 - Receiving SMS notifications reminding of the appointment date at the Partner Salon;
2. In the case of offering additional, paid services related to the Application by the Service Provider to Users, the Service Provider will clearly indicate such an option in the Service, along with the price and other details of such a service.
3. The Service Provider reserves the right to change at any time the appearance (frontend) and functionality of the Application, as well as all other changes in the Service related to the business changes of the Service Provider.
4. The Service Provider has the right, at any time, to disable/prevent Users from accessing the Application in order to carry out repairs or modernization changes to the Service.

§7. DISCLAIMER OF SERVICE PROVIDER LIABILITY

1. The Service Provider is not a party to any contract or any other binding relationship between the Partner Salon and the User.
2. The Service Provider is not liable for any services provided by the Partner Salon (including any actions or omissions) to Users, especially for:
 - Any damages related to information, recommendations, advice obtained by the User from the Partner Salon;
 - Contents published in the Application by the Partner Salon, including any links to other websites;

- The reservation process undertaken by the User and actions of the Partner Salon in this regard, as well as regarding any payments made by the User to the Partner Salon;
 - Communications from the Partner Salon that may mislead or do mislead the User.
3. Complaints concerning non-performance or improper performance of Partner Salon Services should be directed directly to the Partner Salon. The necessary data of the Partner Salon for submitting complaints are visible in the Profile of the respective Partner Salon.
 4. The Service Provider is not responsible for the correctness of the data in the results of internet maps related to the location of Partner Salons.

§8. MANNER OF USING THE APPLICATION

1. The User is obliged to use the Application in a manner consistent with its intended use, without causing disruptions in the operation of the Service and in accordance with the law and good manners.
2. While using the Application, it is prohibited to:
 - Make reservations at the Partner Salon solely for the purpose of blocking and canceling them (so-called artificial blocking of dates);
 - Undertake actions that may violate the personal rights, copyright, or trademarks of other Users or Partner Salons;
 - Provide false, incomplete, or outdated personal data, including the unlawful use of third-party personal data;
 - Engage in actions that may negatively affect the operation of the Application, in particular by interfering with its technical components and source code;
 - Post data that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the unique identification of a natural person, or data concerning health, sexual orientation or sexual activity.

§9. RESERVATIONS

1. The User makes reservations for visits/services at the Partner Salon through the Application. The Partner Salon confirms the reservation through the eBeauty Planner Application.
2. Detailed conditions for booking visits/services are independently established by the Partner Salon in the information made available to the User, terms of service, service conditions, etc., which can be reviewed by the User before making a reservation.

§10. PAYMENTS

1. If the Partner Salon requires payment in advance for services or a partial prepayment, the effective reservation of a visit is dependent on the User's payment. For detailed information on service prices, prepayments, and their terms and refunds, contact the respective Partner Salon.
2. Payment services in the Application are provided by an external provider and are not part of the contract with the Service Provider. The Service Provider does not collect, process, or store payment card data and is not a payment service provider or payment institution under relevant regulations.

§11. COMPLAINTS REGARDING THE OPERATION OF THE APPLICATION

1. Complaints and remarks concerning the technical aspects of the Application's operation can be reported by sending a message to the email address: info@ebeauty24.online.
2. Complaints should be submitted immediately after the problem to which the complaint relates occurs. Each complaint should include a brief description of the problem, the date and time it occurred, and the User's contact details.
3. The Service Provider will make every effort to ensure that complaints are handled without undue delay, within 30 days from the date of receipt. The Service Provider will inform the complainant of the outcome via the Application or email.
4. The complaint form template constitutes an annex to the Terms and Conditions.

§12. INTELLECTUAL PROPERTY

1. The Service Provider and its external licensors hold rights, including but not limited to intellectual and industrial property rights and know-how to the Application.
2. All rights not expressly granted to the User remain reserved for the Service Provider. In particular, the Terms and Conditions do not grant the User any rights to the Service or any of its parts, including any ownership or intellectual and industrial property rights.
3. The User may not copy, reproduce, distribute, decompress, or modify the software and other components of the Service, in whole or in part, in any form or by any means.
4. To enable the User to use the Application, the Service Provider grants the User, upon entering into the Agreement, a non-exclusive, non-transferable, non-transferable license to use the Application for the duration of the Agreement. Under this license, the User is only entitled to temporarily multiply the Application by running and displaying it in a web browser and installing the Application on a mobile device. The User is obliged to use the Application in accordance with its purpose and the rules set out in the Terms and Conditions. The User is not authorized to modify or interfere in any way with the Application software.

§13. REVIEWS

1. Only the User who has actually used the Partner Salon's Services has the right to post Reviews concerning these services, the Partner Salon, and its employees and associates.
2. Posting a Review by the User is equivalent to consenting to its publication.
3. It is prohibited to publish Reviews that are false, defamatory to anyone, unreliable, biased, misleading, or inconsistent with the Terms and Conditions (see §8 for more detailed rules regarding published content).
4. The Service Provider reserves the right to:
 - Refuse to publish a Review;
 - Permanently remove a published Review, if it is contrary to the Terms and Conditions or applicable law.

If the User disagrees with the refusal to publish or the removal of a published Review, they have the right to send a complaint in this regard to the Service Provider's email address: info@ebeauty24.online. The Service Provider will review the submitted report no later than 30

days from the date of receipt of the complaint. The decision will be sent to the email address provided by the User in the submitted complaint.

5. The Service Provider's decision may consist of publishing the Review, agreeing to re-add the Review in the same or similar content, or refusing to publish the Review or agree to re-add a Review of the same or similar content.
6. From the moment of posting content in the System, the User grants the Service Provider and the Partner Salon concerned by the Review, a non-exclusive, royalty-free, unlimited territorial and unlimited time license to use the content posted by the User in the Service, including the use of the User's image, on the following known exploitation fields at the time of granting the license, including publication, fixation, multiplication, and dissemination of the Review content - in whole or in part.

§14. ONLINE CONSUMER DISPUTE RESOLUTION SYSTEM

1. In accordance with Regulation of the European Parliament and the Council (EU) No. 524/2013 of May 21, 2013, on the online system for consumer dispute resolution, if the User is a consumer, they have the opportunity to submit a complaint via the ODR (Online Dispute Resolution) platform.
2. The User can use the ODR platform in all EU languages at the address: <https://ec.europa.eu/consumers/odr/main/?event=main.home.howitworks>.

§15. PROCESS FOR REPORTING UNAUTHORIZED AND ILLEGAL CONTENT

1. The User who believes that content published in the Service is illegal or violates the Terms and Conditions or is of an unlawful nature, may send a notification regarding this content to the Service Provider. If the notification includes electronic contact data of the reporting person, the Service Provider will immediately send confirmation of receipt of this notification.
2. The Service Provider will review the submitted notification and make a decision promptly and timely, i.e., no later than 30 days from the date of receipt of the notification, in a non-arbitrary, objective manner, with due diligence. The Administrator will inform the User about the decision taken without undue delay.
3. The Service Provider's decision may consist of removing the content or leaving the content on the Service. The User has the right to appeal the Service Provider's decision within 14 days of receiving the rationale for its removal/retention. Such an appeal should contain a comprehensive justification. The Service Provider will consider the appeal within 14 days from the day of its receipt.
4. The content reporting form template constitutes an annex to the Terms and Conditions.

§16. CONTACT POINT

1. The Service Provider has designated an electronic contact point related to the Application intended for direct communication with the state authorities of the Member States, the Commission, the Digital Services Council, and other bodies - at the email address: info@ebeauty24.online.

2. The specified contact point may be used for contact by Users.

§17. FINAL PROVISIONS

1. The applicable law for the contractual relationship between the Parties arising from the Terms and Conditions, as well as for the Terms and Conditions themselves, is Polish law, and the competent court is the court of the Service Provider's seat.
2. The Terms and Conditions apply to all Services provided by the Service Provider within the Application. In the event that a separate agreement or agreements have been concluded between the Service Provider and the Service Recipient, the provisions of the latter take precedence over the provisions of the Terms and Conditions.

§18. CHANGES TO THE TERMS AND CONDITIONS

1. The Terms and Conditions are effective from **01/05/2024**.
2. The Terms and Conditions may be changed for important reasons such as: changes in applicable law to adapt the content of the Terms and Conditions to it, change of the Service Provider's data, business and technical changes to the Application, the necessity to modify or remove typographical errors.
3. In the event of changes, access to the archived contents of the terms and conditions will be enabled.
4. For agreements entered into before the change of the Terms and Conditions, the terms and conditions in force at the time of the conclusion of the agreement apply.



[\[Withdrawal Form\]](#)

[\[Complaint Form\]](#)

[\[Content Reporting Form\]](#)

If you have any questions or concerns – please contact us!