

This Agreement establishes the procedure and form of bilateral relations between TRIM application users, the owner of the TRIM application and third parties, providing services to users.

By registering in TRIM application the User acknowledges that he/she has read, understood and fully agreed with the following terms and conditions of this Agreement.

DEFINITIONS, USED IN THE AGREEMENT

TRIM Application (hereinafter referred to as the Application) – a mobile application, developed for mobile devices based on iOS and Android, being controlled by RENOVACIO storitve d.o.o., registered and acting under the laws of the Republic of Slovenia, registered address: Parmova ulica 53, 1000 Ljubljana, Slovenija (Platform Owner).

Platform is a website at www.trim.mobi and TRIM Application, being controlled, managed and owned by RENOVACIO storitve d.o.o., where the Service is provided. When mentioned herein, legal rights and responsibilities of the Platform are understood as rights and responsibilities of the software product owner, RENOVACIO storitve d.o.o.

Service is the services of placing personal information by the Platform user, exchange of this information with other users, placing the Platform users offer for their own services and products, services on interacting between users within the TRIM application (inter alia advertising, promotion, placing and taking orders, service payments by Platform users), promotion and provision of different goods and services, which Platform Partners offer.

Users are the persons, who are fully legally capable and confident, registered on the Platform as Masters of services and/or their Customers, who agree with established rules and conditions of this Agreement, using all the Platform functions according to the established rules and conditions. Users may be Masters, Guests and Customers.

Master is an authorized User, offering his/her/its services/products to other Users of the Application, placing an offer for his/her/its services/products on the Platform.

Guest is an unauthorized User, who has limited an access to the Application functions; the Guest has the access to search Masters within the application, and also view Master's profile; therewith, the Guest does not have the access to the history of his/her records and feedback left.

Customer is an authorized Application User, who can search the Master required, view his/her/its profile, as well as get enrolled to attend Master's services; in addition, the Customer is entitled to look through the history of his/her records and feedback left.

Partner is a third party, placing information on its services on the Platform and providing these services and products to Platform users under and within individual direct contracts between the Partner and the Platform (including as regards advertising, promotion, payment for services etc.).

1. DESCRIPTION OF SERVICES

The Platform Owner and Partners provide an online platform, on which all Users can place their services and products to be ordered, while other Platform users — book, order and pay for these services and products, use the services rendered by Platform Partners.

When ordering services and products via the Platform, Users enter direct (legally binding) contractual relations with the Master whose service/product they are booking or purchasing. From the time of booking the Platform acts only as an intermediary between the person booking the service/product and the Master, transferring booking details to the respective Master of the service/product (respective Masters) and sending an electronic booking confirmation on behalf of the Master to the User who has booked a service/product.

When providing the Service the information given is based on the data, provided by Masters. The Platform is not liable for the reliability and accuracy of the data, provided by Masters and other Users, for their up-to-datedness and adequacy, does not guarantee absence of errors in the data provided by Users, full absence of failures and losses of the data when exchanging information through the Platform. The Platform is merely an intermediary between the Platform Users, closing direct contracts between them to render or be rendered services/products.

Users have access to the data, placed by them on the Platform, have an opportunity to edit these data, and are fully individually responsible for updating the information on services/products they offer, prices and other information, displayed on the Platform.

The Platform individually identifies the minimum list of the data on the services/products, offered by Masters, which must be entered when a Master is placing his/her/its offer on the Platform. Having input the minimum list of the data, the Master is entitled to add extra data as to the offered services/products at its discretion.

The Platform is not and should not be considered advice or quality certificate, the level of services or the rating guarantor of any Master, present on the Platform. As an assessment of the quality of services of each

Master the Platform offers an assessment system (rating). This assessment system operates based on independent feedback from Users, who were provided the services/product by a specific Master. The Platform is not responsible for Master's rating formation, does not review Users' feedback messages and Master's rating, and does not credit rating points individually.

2. PRICES FOR MASTERS' SERVICES. FINES FOR BREACH OF CONTRACT

The prices of Masters' services/products on the Platform are set by Masters themselves and must include all the taxes and duties of the region where these services/products are provided.

The Master is personally responsible for the up-to-datedness and accuracy of the prices for his/her/its services/products.

The Master is entitled to select itself a system of penalties for canceling booked service/product, untimely arrival of the Customer that ordered a service/product to collect it, and other Customer's violations of the terms of their bilateral contract. The system of fines, terms and their size are optionally provided the by the Platform. The Platform is not a party that calculates and levies fines from parties, and does not directly benefit from calculating and paying these fines.

3. CONFIDENTIALITY

By registering on the Platform and entering your personal data, Users agree to their acceptance, processing and storing on the Platform resources. The Platform does not transfer Users' personal data to third parties except for the cases of Users' ordering and receiving services/products from Masters, and placing Masters' offers of their services/products.

The Platform is not responsible for the security of the data, transferred by Users to other Users through the Platform, as well as the data, transferred by Users to the Platform Partners.

4. SERVICES

The Platform Service is free for Users.

The Platform may offer optional services to Users for a fee, either on a one-time or auto-renewal subscription basis.

Information about auto-renewing subscription offered by the Platform:

- PROFESSIONAL PROFILE is optional offered service by the Platform to Users which include a range of advanced features to update Masters' profile.
- PROFESSIONAL PROFILE is offered on one month auto-renewing subscription basis with one month free trial period included.
- The cost of the optional subscription for PROFESSIONAL PROFILE is 1.99 USD for 1 month.
- Payment will be charged to Users Account at confirmation of purchase.
- Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period.
- Users Account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal.
- Subscription may be managed by Users and auto-renewal may be turned off by going to the User's Account Settings after purchase.
- Users can find the Platform Terms of Use by the link:
<https://trim.mobi/dependencies/images/agreement.pdf?1i1lc7>
- Any unused portion of a free trial period, will be forfeited when the Users purchase a subscription to that publication, where applicable.

If Users purchase any services that Platform offer for a fee, either on a one-time or auto-renewal subscription basis, they agree to third-party processing partners storing their payment card information. Users may use different payment methods, including banking cards, provided by third parties. The payment data is processed by Users directly to such third parties on terms and conditions, specified by such parties, and is not stored on Platform servers. Payment errors may occur due to actions of such third parties and Platform is not responsible for such errors or additional fees collected by such third parties.

Users obligation to pay fees for services on a one-time or subscription basis continues through the end of the subscription period during which Users cancel their subscription.

Partners' services, offered on the Platform, are provided to Users as a public offer, placed by the Partner on the Platform and accepted by the User based on accepting the public offer. The Platform in this case only provides the required information on Partners' services and conditions of their provision.

Masters pay a commission fee to the Platform Partner that renders payment system services, in case the Master and his/her/its Customer use the services of this payment system. The commission fee size and the procedure of payment are established as a public offer, placed by the Partner on the Platform.

5. PAYMENT FOR MASTERS' SERVICES

The Master and the User, who has ordered a service/product, individually select the way of payment for the provided service/purchased product.

Upon mutual agreement the Master and the User, who has ordered a service/product, may change the conditions and terms of providing the service/product purchase. The Platform does not interfere with bilateral arrangements.

Masters may themselves select options out of those offered by the Platform for booking services/products, cancelation and/or changing the term/time of providing services/purchasing products, payment and refund for booked and/or purchased services/purchased products, the size of fines for canceling the booked service/purchased product, untimely arrival of the Customer, who ordered the service/product, to collect it, and other Customer's violations of the terms of their bilateral contract.

The Platform is not responsible or liable to the Users or Partners for the payment relations between them. All the relations between Users and Partners concerning acceptance of payments and money transfer from/to cards and accounts of Users and Partners are based on the direct contracts, signed by these parties.

The Platform is not liable for any (authorized or potential unauthorized or erroneous) debiting funds by the Master or Partner and does not refund any amounts, legally written off or provisionally blocked by the Master (including prepayment, fines for canceling bookings or failure to arrive for the service provision/product collection) on User's card.

6. BOOKING, FAILURE TO ARRIVE FOR THE SERVICE PROVISION/PRODUCT COLLECTION AND OTHER INFORMATION

Booking from the Master, Users accept and agree to the procedure of booking, canceling and transferring the time of providing the service/product, fines, imposed in case of canceling the booked service/product or the failure to have the service provided/collect the product.

The rules, related to the procedures of booking, booking cancelation or change of time of service provision/product collection are established by each Master individually according to the options, offered by the Platform. The booking, booking cancelation and fines conditions, selected by the Master, must be visible to Users in correspondent sections of the services/product offer of this Master, placed on the Platform.

The User must attentively read all the conditions of providing services/product, established by the Master in the offer, placed on the Platform. The Master may establish additional limitations on providing services/product compared to those offered by the Platform.

The User is fully responsible and liable under the accepted Master's offer, including risks, related to timely and full payment, due time arrival for the service provision/product collection, conformity of the bank card details, insufficient funds on the card. The User is not entitled to claim for the return of any prepaid amount except for the cases the Master gives consent or otherwise agrees according to its payment terms and service/product booking cancelation terms.

The User may cancel booking on the terms, established by the Master, using Platform tools. At the same time the User should keep in mind that a payment may be levied for canceling the booking in accordance with the conditions, set by the Master of this service/product.

If the User is late on the day of the service/product provision, he/she shall notify the Master thereof and under mutual agreement the parties may postpone the period of providing service/product, and not to impose the penalties, if any were established the Master.

7. CORRESPONDENCE AND COMMUNICATION

By registering on the Platform Users agree that the Platform will send them notices of their activities on booking services/products, payment of these services/products, changes in the Platform functions, Partners' offers and other information and promotion notices.

By registering on the Platform using their accounts in social media or mail Customers, Users agree that the Platform will use the data provided by them for communication, accounting, analysis, mailing information and promotion messages.

The Platform is not liable for the content of the correspondence and communication between Users as well as between Users and Partners.

The Platform does not guarantee addressees' reading the messages sent via the Platform and the acceptance of their conditions, fulfilment of requests etc.

The Platform does not guarantee due communication between Users, and between Users and Partners, in case they mentioned invalid contact details.

Any claims or complaints against the Platform regarding the Service must be submitted within the shortest time possible, but not later than 30 days after the planned use of the product or service. Any claims or complaints, sent upon the expiry of the 30-day period, may be rejected, and the claiming party loses its right to any compensation (for any damages or delays).

The Platform is entitled to use User's geolocation data to provide individual services, offered by the Platform.

All communication between Users through the Platform, is interpersonal and the Platform Owner is not responsible for it. Any correspondence, comments, feedback and Users' ratings reflect their personal opinion and are not pre-moderated by the Platform Owner.

To confirm complaints and addresses regarding the Platform operations we advise to make respective screenshots of the Platform work, confirming User's right. In case fault of the Platform is proven in terms of the failure for the User to get the booked services the responsibility of the Platform is limited by the price of this service but not more than 200 euros.

8. PLATFORM RIGHTS. PLATFORM USE CONDITIONS

The Platform provides all Users with all available functionality of the mobile application, including internal Platform tools without any limitations.

The Platform reserves the right to change and/or delete information and block accounts of the Users, in case they do not comply with the rules and conditions, established in this Agreement or on the Platform, abuse of the Platform functions (e.g., spamming or offensive notices etc.), and also in case these Users' actions infringe ethical norms. The limits of the ethical norms are established by the Platform Owner itself.

The Platform itself specifies the procedure of displaying Masters' services in different categories of services/products depending on their location, alphabetical order or the rating on the Platform.

The Platform provides Users the data of Platform Partners. Users may use Partners' services based on bilateral agreement between the Partner and the User. The Platform is not an intermediary and is not responsible for the effects of these relations between the Partner and the User.

The Platform may change, reject or delete a rating or feedback of a User at its own discretion.

Users, who have accepted Master's offer, are customers of the offered service/product, and all the requirements of the service customer/product buyer apply to them according to the local legislation of the region where the service is provided/product is purchased. In turn, all the requirements to a contractor of the service/product master apply to the service/product Master, who placed a public offer on the Platform, according to the existing local legislation of the region where the service is provided/product is purchased.

9. DISCLAIMER

The Platform owner, its executives, directors, employees, representatives, subsidiaries, affiliated persons, distributors, affiliate distributors, licensees, agents and other persons, engaged in creating, sponsoring, promoting and doing any other activity designed to support and maintain the Platform, are not liable under the law for (1) the penalties, direct, indirect and subsequent losses and damages, any production losses, lost profits, lower income, failure to enter a contract, loss or damage to business reputation, and non-fulfilment of claims for damages, (2) inaccuracy, related to the Master's information, placed on the Platform, (3) services or products, offered by the Master or Partners, (4) any (direct, indirect, subsequent or penalty) losses, damages or expenses, incurred, accepted or paid by you and arising out of or in connection with the use, impossibility to use or a break in the Platform operations or (5) (personal) bodily injuries, death, property damage or other (direct, indirect, subsequent or penalty) losses, damages or expenses, incurred, accepted or paid by you due to (legal) actions, errors, violations, negligence, deliberate illegal actions, omissions, non-performance, incorrect interpretation, violations of law or absolute liability (fully or partially) of the Master or any other Partners (including their employees, directors, executives, agents, representatives or affiliated companies), whose products or services (directly or indirectly) are available, offered or promoted on or through the Platform, including any (partial) cancellation, overbooking, strike, force-majeure or any other events that are out of the Platform owner's control.

The Platform is not liable for paying duties, deductions, transfers and payment of respective taxes payable from the total price of the services/products to the authorized tax bodies. The Platform owner does not act as a formal seller or products or services, offered on the Platform.

Downloading photographs/images on the Platform Users and Partners guarantee and agree that they are copyright holders to these photographs/images, and agree that the Platform can use downloaded photographs/images of its website and in mobile applications, in promotion materials and publications (placed online and offline), as well as in any other way at the Platform owner discretion.

By downloading photographs/images, the person, downloading the photograph(s), assumes full legal and moral responsibility for all and any legal claims from third parties (including but not limited to the owners of the sites), due to the publications and the use of these photographs/images by the Platform.

The Platform is not the owner of the downloaded photographs/images and does not give any approvals to use them. The User who downloaded photographs/images, not the Platform, takes the responsibility for reliability, validity and the title to use them.

The User, who downloaded photographs, also guarantees that photographs/images do not contain viruses, Trojan programs or files, infected with viruses, as well as do not contain any pornographic, illegal, obscene, offensive, unacceptable or inappropriate materials and do not infringe any third person's rights (intellectual property rights, copyright or privacy right). Any photographs/images, which do not meet the above criteria, may be deleted by the Platform at any time and without any prior notice.

The Platform owner is not liable for the content of the personal correspondence messages between Users, their comments, feedback and ratings, given on the Platform.

The Platform will put all its reasonable efforts to eliminate any failures and errors in the mobile application functioning. Nevertheless, the Platform does not guarantee complete absence of errors and failures when booking services/products and communication between Users and with Partners, and reserves the right to temporarily suspend due to technical reasons the Platform operations to remove any detected failures in operation.

10. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided herein, all the software, required to provide service and/or used on the Platform, and the intellectual property rights (including copyright and related rights) to the content, information and materials, placed on the Platform, are owned by RENOVACIO storitve d.o.o., its Masters or providers.

11. MISCELLANEOUS

To the extent permitted by law, these rules and conditions, and the provision of our services are governed and subjected to the interpretation according to the legislation of the Republic of Slovenia. All disputes, arising out of common rules and conditions and provided Platform services, are subject to the consideration only in the competent courts of the Republic of Slovenia.

The original English version of these rules and conditions may be translated into other languages. The translated version is unofficial and internal translation, and Users may not claim any rights relying on the translated version of these rules and conditions. In case of any disputes regarding the information content or about the interpretation of these rules and conditions, and in case of any disagreements or discrepancies between the English version and any other language version of these rules and conditions, the English version in compliance with the law shall in use, prevail and be conclusive. The English version of these rules and conditions is available on the Platform, and also be sent upon a written request.

The Platform owner is entitled to change, shorten and amend this Agreement in any part at any time unilaterally. The amended Agreement shall become effective on the day following the day of placing the text on the Platform.