



## **COCON's Terms and Conditions**

These Terms & Conditions set out how you may use our Website and our Apps. By accessing the Website or our Apps, you agree to these Terms & Conditions. These Terms & Conditions apply to whatever method you have used to access the Website or our Apps, including but not limited to the internet, digital television services and mobile phone.

If you do not agree to these Terms & Conditions, you should not use the Website or our Apps. You should read all of the Terms & Conditions prior to using the Website or our Apps.

These Terms & Conditions also refer to our **Privacy and Cookie Policy**.

### **1. Defined Terms**

1. The following terms shall have the following meanings in these Booking Terms and Conditions:
  1. “App” means the COCON Customer mobile application software available for download from iTunes and Google Play;
  2. "Customer", "you" and "your" means you, the buyer of any Services;
  3. “Confirmed Booking” means an appointment at a specific time/date with a specialist for the provision of Services whether made via the Website or App;
  4. “Order” has the meaning given in section..... below;
  5. “Booking Confirmation” has the meaning given in section..... below;
  6. "Services" means any products, goods and/or services offered for purchase or booking via the Website or App!;
  7. “Specialist” means the COCON employee acting as therapist or stylist, to provide the “Service”

### **2. Our Services**

1. This Website and App are operated by COCON COMPANY B.V. (t/a COCON), a company registered in the Netherlands under company number 76264580 and whose registered office is at
2. Kinkerstraat 70A Amsterdam, Netherlands, with VAT registration number NL860567060B01 ("**COCON**", "**us**", "**we**" or "**our**" for short).
3. The Website and App enables you to reserve and pay for a range of hair, beauty and spa services from specialists. Those Services are provided by our (inhouse) specialists. COCON offers Clients the ability to enjoy a range of premium beauty therapy treatments, including, but not limited to, massage, nail and lashes services, in the comfort of their own home or office.
4. The details of such services are listed on the website and app.
5. We are not healthcare providers and neither we nor they provide any medical advice or treatment.
6. All Services shown on the Website and App are subject to availability and the images and/or descriptions of the Services on the Website or App are for illustrative purposes only and actual Services may vary from those images and/or descriptions.
7. If you are a consumer, you have legal rights in relation to services that are not performed with reasonable skill and care or are otherwise not as described. Advice about your legal rights is available on [www.consuwijzer.nl](http://www.consuwijzer.nl). Nothing in these Booking Terms and Conditions will affect these legal rights.
8. It is the customer's sole responsibility to communicate in advance any medical or health-related conditions and/or special needs to the Specialist that might affect or be affected by any Services (for example without limitation, allergy information and health issues). Subject to these Terms & Conditions, if you (or the relevant recipient of the Services) fail to disclose any such information to the applicable Specialist, neither COCON nor the relevant Specialist shall be liable to you (or the recipient of the Services) for any injury, loss or damages resulting from the Services that could reasonably have been avoided if you (or the recipient of the Services) had disclosed that information prior to receiving the Services.
9. We amend these Booking Terms and Conditions from time to time as set out in clause 11. Every time you wish to make an Order on the Website or via our App, please check these Booking Terms and Conditions to ensure you understand the terms which will apply at that time.

### **3. Accessing our Website and our App**

1. Access to our Website and our App is granted on a temporary basis. We reserve the right to withdraw or amend our Website or our Apps (and any products or services offered on

them) without notice. We will not be liable if for any reason our Website, our Apps or any part of it or them is unavailable at any time or for any period.

2. We update our Website and our Apps from time to time and so may change the content at any time without notice to you. We reserve the right to withdraw, vary or suspend the Website or our Apps (or any part of them) at any time without notice.
3. Materials and information posted on our Website or our Apps are not intended as (medical) advice and should not be considered as such. We disclaim all liability and responsibility arising from any reliance placed on our (online) information to the full extent.
4. We specifically reserve the right to withdraw access to our Website and/or our App and/or cancel any order in the event that you fail any credit or fraud prevention check or where we reasonably suspect fraud or money laundering by you or someone using your account.

#### **4. Misuse of our Website or our App**

1. You must not misuse our Website or our Apps by:
  1. knowingly introducing viruses, trojans, worms, logic bombs, time bombs, keystroke loggers, spyware, adware or other material, programme or code which adversely affects the operation of any computer software or hardware (or is designed to do so); and/or
  2. gaining or attempting to gain unauthorised access to the server on which our Website or our Apps is stored or any server, computer or database connected to our Website or our App; and/or
  3. attacking our Website or our Apps via a denial-of-service attack or a distributed denial-of service attack.
2. Breach of this clause might constitute a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website and our Apps will cease immediately.

#### **5. The User**

1. If you are aged 18 years old or over, you may create an account and become a registered user of the Website and our Apps ("User").
2. As a User you may have access to additional products or services and/or functionality, for example, the ability to create an account, save contact information, and receive information about promotions and special offers which are restricted to Users, if any.
3. Any personal information that you provide to us in the course of becoming a User or after registration will be held and used in accordance with any consent obtained from you and the terms of our Privacy and Cookies Policy.

4. We also have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of any of our Terms and Policies. If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at [info@coconcompany.com](mailto:info@coconcompany.com).

## **6. Users Responsibilities**

1. We request that you treat all COCON's Specialists with courtesy and respect. This includes the provision of a safe, clean and appropriate location to perform the Professional Services.
2. COCON's Specialists shall be entitled to refuse to perform Services in the event that you have not provided a safe, clean and appropriate location for them or you behave towards them in a manner which is discourteous, disrespectful, abusive or otherwise inappropriate. We reserve the right to withhold access to the Services at our absolute discretion in the event that you behave towards any Professional in a manner which is discourteous, disrespectful or abusive or which we otherwise deem to be inappropriate.
3. It is your responsibility to provide complete and accurate information at the time of booking or purchase. Failure to provide complete and accurate information may result in a rejection of your booking request, cancellation of your booking, an inability of the booked Service as requested. Such failure may also result in loss or incorrect delivery of your Booking Confirmation.
4. The User will take responsibility to provide the Specialist the correct address details, and to allow the Specialist access to the location, at least 15 minutes before the Service is performed.
5. Each customer is required to complete the Treatment Intake Form.

## **7. Our Responsibilities & Liabilities**

1. Use of Our Site, Our App and the Services is on an "as-is" and "as available" basis.
2. COCON will confirm at the time of booking instantly. However, it reserves the rights to make changes to the services and time when necessary due to conflicts, changes in services, or weather. COCON will notify Client as soon as possible when changes are necessary. If COCON cannot provide the service as booked, it will refund the Client.
3. To the fullest extent permissible by law, we exclude and disclaim all warranties, terms, conditions and representations that might otherwise be implied by law in relation to this Website or our Apps. In particular, we do not represent or warrant that the Website or our Apps will be error-free, free of viruses or other harmful components, or that defects will be corrected. You must take your own precautions in this respect. In any event and to the extent permitted by law, we will not be liable for any loss or damage caused by a distributed

denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or our Apps.

4. To the extent permitted by law we do not accept liability for any failure to maintain the Website or our Apps and/or late or failed delivery of any Materials.
5. Please note that we only provide our Website and our Apps for domestic and private use, and you agree not to use our Website or our App for any commercial or business purposes unless we have approved you as a Specialist.
6. The Materials may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the Materials.
7. Where we have been negligent and/or breached a contractual obligation to you, we will be liable for any loss or damage you suffer as a result, provided that loss and/or damage is foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our negligence or breach of contract, or would have been considered by you and us to be a likely consequence of it at the time we entered into the COCON Contract.
8. We do not accept any liability for the following types of loss, whether caused by breach of contract, tort (including negligence) or otherwise, even if the loss is foreseeable: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; or waste of management or office time.
9. In cases of dissatisfied service, cancellation by COCON or no-show, COCON limits its liability to the cost of the booking via a full refund to the Customer.
10. We do not exclude or limit our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded or limited under Dutch law.

## **8. Pricing & Payments**

1. Prices and any applicable delivery and/or processing charges will be as quoted on the Website or App, but may be subject to change by COCON or Specialists at any time and it is possible that, despite our best efforts, some of the pricing and other information shown for certain Services is incorrect. If the Service's correct price at the time of your Order is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If your Order has been accepted and you have been sent an Booking Confirmation before the pricing error was realized, if the pricing error is obvious and could reasonably have been recognized by you as a pricing error, we will provide you with the option of reconfirming your Order at the correct price, failing which the Order will be cancelled. Where an Order is cancelled we will refund you any sums you have paid.
2. Payment for all Services must be made in advance, at the time of booking in euros by credit or debit card, or via a third party payment processor such as PayPal.

3. Payments made through the Payment Facility are processed by third party payment services providers. COCON takes reasonable care to ensure that the Payment Facility is available and functioning at all times, but cannot guarantee continuous, uninterrupted or secure access to such Payment Facility, nor can we guarantee that the facility is virus or error free. We use third party payment service providers to process payments and because there are many factors beyond our control (such as delays in the banking system or in card networks), we cannot predict or guarantee the amount of time needed to complete the processing of your payment. Access to the Payment Facility may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to provide reasonable notice of any scheduled interruptions to such Payment Facility and will do what we can to restore the facility as soon as reasonably possible.

## **9. Extensions & Delays**

1. If you wish to extend the time you have booked a Specialist Service, the Specialist will attempt to fulfil your request. This is subject to the availability of the Specialist and payment of an additional charge for the extended time calculated and provided via Price List.
2. If you are delayed and unable to start the Specialist Service at the Designated Premises at the Appointment Time by more than 10 minutes then, unless the Specialist agrees to the contrary (which is within the sole discretion of COCON):
3. the Specialist is entitled to end the Specialist Service at the time agreed when the booking was made without making any adjustment to the Treatment Price to reflect the reduced time of the Specialist Service; or
4. If you and the Specialist agree to proceed with the Specialist Service for the full time allotted notwithstanding the delayed start time, then you shall be obliged to pay before the relevant Specialist Service is given, an additional charge calculated at the rate set out with the Price List for additional time.
5. For massage: you have the option to add-on minute by 15 minutes based on Price List.
6. For other categories, COCON may charge 1 Euro per minute late rounded up to increments of 5 minutes.
7. If the Specialist is late for the Service for more than 10 minutes, the User can reschedule the booking without any extra fees. However, the standard practice will be that Specialist will be 15 to 20 minutes early for the setup of their equipment.

## **10. Disclaimer**

1. The information provided in the Service Pages is for general information purposes only. Whilst we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness,

accuracy, reliability, suitability or availability with respect to the information, products, services or images contained on www.COCON.nl. Your use of any or all information, products and/or services must be based on your own due diligence and you should consult an appropriate Specialist for specific advice tailored to your needs and situation. Any reliance you place on such information is strictly at your own risk.

2. The customer must not solely trust the information on the Service pages as an alternative to medical advice from your doctor or other Specialist healthcare provider. When you require medical advice, you should consult your doctor or other Specialist healthcare provider.

## **11. Cancellations**

1. You may in certain circumstances have the right to cancel a Booking and receive a refund in accordance with the terms set out in these Terms & Conditions.
2. If you change your mind about an Order for a Confirmed Booking, and wish to cancel it, the following cancellation terms apply:

### **1. Confirmed Bookings**

1. If you cancel (in whole or in part) a Confirmed Booking at least 24 hours before the appointment is due to take place, you will be entitled to a refund of the applicable amount to the original method of payment.
2. Cancellations of Confirmed Bookings must be made by one of the following methods, either:
  - a. by using your COCON account via the Website or App (if available);
  - b. by clicking on the link in your Booking Confirmation; or
  - c. directly with the Specialist; or
  - d. by emailing our Customer Service team on [info@coconcompany.com](mailto:info@coconcompany.com) or by calling our Customer Service team on 06 1229 2111.
3. Please note that in a small number of circumstances, it may not be possible to cancel a confirmed booking. But we will draw this to your attention before you place your order, should such a situation occur.

<b>Notice period</b>	<b>Refund amount</b>
More than 24 hours	100%
Between 24 and 2 hours of the appointment	70%

Within 2 hours of the appointment	50% via voucher
Within 1 hour	No refund

4. Please note that no refund will be granted, where a cancellation notice is given less than 24 hours from a confirmed booking. For other scenario's the following refund amounts apply:

5. Should you make a mistake in your booking, we give you a 15-minute grace period after submitting your booking where you can cancel within the app without any charge.

## 12. Resolving Disputes

1. We care about your experience and want to ensure we maintain the highest standards possible and so if you would like to make a complaint about one of our Specialists or their Services, please:
  1. speak to the Specialist yourself to try and resolve the issue;
  2. leave an honest review on the Website or via the App to reflect your experience; and/or
  3. email us at [info@coconcompany.com](mailto:info@coconcompany.com), write to us at COCON BV, Kinkerstaat 70A Amsterdam or call us on 06 1229 2111 and we'll do our best to help.
2. Following receipt of a complaint we will contact the Specialist to try and resolve the issue on your behalf. If we are unable to resolve the issue following contact with the Specialist, if we consider it to be fair in all the circumstances, we may at our sole discretion and on the basis of goodwill elect to:
  1. give you a credit note for the disputed/complained about amount of your Order (to be redeemed on the Website or the App to reduce the purchase price of any Services); or
  2. as a last resort or in extreme circumstances and always at our sole discretion refund the disputed/complained about amount directly to you via the original method of payment. Please note that it might take up to 30 days to receive a full refund in such cases.



**13. Serviced cities**

1. This Website and our Apps are provided for users in Amsterdam, The Netherlands, only. Whilst access may be possible from outside Amsterdam, neither this Website nor our Apps are intended for such use and such users access the Website and our Apps at their own risk.

**14. Privacy, your personal data and cookies**

1. The privacy and security of your personal data is important to us. Please see our Privacy & Cookies Policy for more information on how we will process your personal data, and how we use cookies.

**15. Changes to our Terms & Conditions**

1. We may update these Terms & Conditions regularly, in which case an up to date version will be available via the Website and our Apps. You should check these Terms & Conditions regularly to ensure that you are happy with any changes. You will be deemed to have accepted any changes to these Terms & Conditions after you have been notified of the changes on our Website or our Apps and/ or if you continue to access or use the Website or our Apps, where the updated Terms & Conditions will be available for you to view.

**16. Legal compliance and applicable law**

1. The Netherlands Courts will have non-exclusive jurisdiction over any claim arising from or related to a visit to this Website or use of our Apps. Dutch Law will apply to these Terms & Conditions.

**17. Contact us**

1. If you have any concerns or queries about material which appears on our Website or our Apps or if you have questions about your use of this Website, our Apps or these Terms & Conditions please email us at [info@coconcompany.com](mailto:info@coconcompany.com). Our postal address for correspondence is COCON, Kinkerstaat 70A.