Terms and Conditions

Beauty Agenda App Terms of Service
Welcome to Beauty Agenda App!
Your use of the Beauty Agenda App service (the “Service”) is governed by this legal agreement (the “Terms”). The Service is provided by Beauty Agenda App Ltd. (“Beauty Agenda App”), located at 20-22 Wenlock Road, London, England, N1 7GU.

By using the Service, you are agreeing to these Terms. Please read them carefully.

The Service is available to you if you are 16 years of age or older. If you are 16 or older, but under the age of majority in your country of residence, you must review this agreement with your parent or guardian to make sure that you and your parent or guardian understand it. You may use the Service only if you can form a binding contract with Beauty Agenda App and are not barred under any applicable laws from doing so.

Using our Service
You must follow any policies made available to you within the Service. You agree to use the Service only for purposes as permitted by these Terms.

In order to use the Service, you need to establish an Account. You are solely responsible for the security and confidentiality of your password. You are also responsible for all activities or actions exercised by your Account, and you should immediately notify Beauty Agenda App if you learn of any unauthorized use of your Account. Please note that we may delete accounts (and all associated Content) that haven't been used for an extended period of time.

Using our Service does not give you any legal right, title, or interest in our Service or the Content you access. You may not assign (or grant a sub-license of) your rights to use the Service, or otherwise transfer any part of your rights to use the Service. The Service, including the software used to implement the Service, as well as the software provided to you as a part of the Service (the “Software”), are protected by copyright, trademark, applicable intellectual property and other laws. These Terms do not grant you the right to use any trademarks, branding, or logos used in our Service. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these Terms.

Don’t misuse our Service. You agree not to engage in any activity that interferes with or disrupts the Service (or the servers and networks which are connected to the Service). Also, you agree not to access the Service using a method other than the interface and instructions we provide. For example, you may not: a) reverse engineer, decompile or otherwise attempt to extract the source code of the software used to access the Service or protocols used in the Service, unless this is required by law; b) attempt to disable or circumvent any security mechanisms used by the Service; c) probe, scan, or test the vulnerability of any system or network; d) breach or otherwise circumvent any security or authentication measures; e) access, tamper with, or use non-public areas of the Service; f) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Service; g) plant malware or otherwise use the
Service to distribute malware; h) access or search the Service by any means other than our publicly supported interfaces (for example, “scraping”). If your use of the Service or other behavior intentionally or unintentionally threatens our ability to provide the Service, we will take any reasonable steps to protect the Service, which may include suspension of your access to the Service.

We may provide you with notices regarding the Service, including changes to the Terms, by email, regular mail, or postings on the Website and/or Service.

Your Content in Our Service
All information to which you may have access as part of, or through your use of, the Service are the sole responsibility of the person from which such Content originated. All such information is referred to as the “Content.”

You agree that you will not use the Service to upload, transmit, store, or otherwise make available any unlawful Content; engage in any copyright infringement or other intellectual copyright infringement; upload, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware; and/or plan or engage in any illegal activity.

You retain full ownership for the Content you upload or otherwise submit to the Service. Beauty Agenda App does not claim ownership or any intellectual property rights to any of it. We do, however, need certain limited rights in order to operate the Service: you grant Beauty Agenda App (and those we work with) a worldwide, non-exclusive license to use, host, store, reproduce, modify, create derivative works, communicate, and distribute such Content, without any compensation or obligation to you. The rights you grant in this license are for the limited purpose of operating and improving our Service, and to develop new ones. Make sure you have the necessary rights to grant us this license for any Content that you submit to our Service. We may remove any Content from our Service at our discretion.

In order to provide the Service and make your Content available, Beauty Agenda App may transmit your Content across various public networks, in various media, and modify or change your Content to comply with technical requirements of connecting networks or devices or computers. You agree that the license herein permits Beauty Agenda App to take any such actions.

You are solely responsible for securing and backing up your Content. Beauty Agenda App shall use reasonable skill and due care in providing the Service, but has no responsibility or liability for the deletion, corruption, or failure to store any Content maintained or transmitted through your use of the Service.

Privacy
Beauty Agenda App takes your privacy very seriously. We share your personal information only in a few rare occasions explained in our Privacy Policy. For example, we might need to share your data with law enforcement authorities. By using the Service, you agree to the
collection and use of information about you and your use of the Service in accordance with our Privacy Policy (http://beautyagendaapp.com/privacy/).

About Software in our Service
The Software which you use may from time to time automatically download and install updates from Beauty Agenda App and the requirements for system (and for any additional systems we decide to extend the availability of the application to) may change, and you’ll need to download the updates. These updates are designed to improve, enhance and further develop the Service and may take the form of bug fixes, enhanced functions, or entirely new versions of the Software. You agree that Beauty Agenda App may automatically deliver such updates to you as part of your use of the Service and you shall receive and install them as required.

Beauty Agenda App gives you a personal, non-assignable, non-exclusive, limited license to use the Software provided to you by Beauty Agenda App as part of the Service. The license is for the sole purpose of enabling you to use our Service in the manner permitted in these Terms. You may not (or permit anyone else to) copy, modify, rent, loan, distribute, sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in any part of the Service or Software, nor may you reverse engineer, decompile, or otherwise attempt to extract the source code of the Software, unless expressly permitted or required by law.

Modifying and Terminating our Service
We are constantly modifying and improving our Service over time. We may add or remove features or functionalities, and we may temporarily suspend or discontinue the Service altogether. We may, at any time, change or impose fees for your access and use of the Service.

You can stop using the Service at any time, although we would be sorry to see you go. Beauty Agenda App may also stop providing the Service to you at any time, with or without cause, and with or without notice. For example, we may immediately suspend or terminate your use if you are not complying with these Terms, or use the Service in any way that would cause us legal liability or disrupt others’ use of the Service.

If we suspend or terminate the Service or your Account, we will try to give you reasonable advance notice and a chance to get information out of that Service. After a period of time, however, Beauty Agenda App may permanently delete the Content that is associated with your Account.

Exclusion of Warranties
NOTHING IN THESE TERMS, INCLUDING THIS SECTION, SHALL EXCLUDE WARRANTIES WHICH MAY NOT BE LAWFULLY EXCLUDED BY APPLICABLE LAW.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE”.
BEAUTY AGENDA APP LTD. MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES REGARDING THE SERVICE INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BEAUTY AGENDA APP LTD. DOES NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

Limitation of Liability
NOTHING IN THESE TERMS, INCLUDING THIS SECTION, SHALL LIMIT BEAUTY AGENDA APP LTD.’S LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY LIMITED BY APPLICABLE LAW.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BEAUTY AGENDA APP LTD. SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.

THE LIMITATIONS ON BEAUTY AGENDA APP LTD.’S LIABILITY TO YOU IN THE PARAGRAPH ABOVE SHALL APPLY WHETHER OR NOT BEAUTY AGENDA APP LTD. HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

Indemnity
You agree to hold harmless and indemnify Beauty Agenda App, and its affiliates, employees or partners from and against any third party claim arising from or in any way related to (a) your breach of the Terms, (b) your use of the Service, (c) your violation of applicable laws, rules or regulations in connection with the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys’ fees, of every kind and nature. In such a case, Beauty Agenda App will provide you with written notice of such claim, suit or action.

About these Terms
Please note that the Terms of Service may change from time to time. We will post notice of modifications on our website. In the case of substantial changes, we may, at our sole discretion, provide a prominent notice, e.g., using a dialog in the Things application, or by sending you an email with the updated Terms. You understand and agree that if you use the Service after the date on which the Terms have changed, Beauty Agenda App will treat your use of the Service as acceptance of the updated Terms.

Certain components of the Service provided by Beauty Agenda App may require separate Software or other license agreements or Terms of Use. You must read, accept, and agree to be bound by any such separate agreements as a condition of using these particular components or features of the Service.
If you do not comply with these Terms, and we don’t take action right away, this doesn’t mean that we are giving up any rights that we may have (such as taking action in the future).

These Terms control the relationship between you and Beauty Agenda App, they don’t create any third party beneficiary rights.

Upon any termination of the Service under Section “Modifying and Terminating our Service”, these Terms will also terminate, but Sections “Exclusion of Warranties”, “Limitation of Liability”, “Indemnity”, and “About these Terms” shall continue to be effective after these Terms are terminated.

This is the entire agreement between you and Beauty Agenda App with respect to the Service and it supersedes and replaces any prior representations, discussions, undertakings, communications or advertising relating to the Service. If any part of this agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect, and enforceable term will be substituted reflecting our intent as closely as possible.

This Agreement shall be construed in accordance with, and governed in all respects by the laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales; however Beauty Agenda App may file legal actions as well in the state of the Customer.

Privacy Policy
Last modified: April 21, 2020

Your privacy is very important to Beauty Agenda App. This Privacy Policy covers how we collect, use, disclose, transfer, and store your information. Please take a moment to get to know our practices and contact us if you have any questions.

First Part

Summary of what Information we Collect, why we Collect it, and how we Use it
Data we collect when you create an account and make use of our services as a registered user:

- Email
- Full name
- Hashed password
- Analytics events (how the product is being used)
- Crash reports
- Application version
- User language
- Device type
- License number when the app is downloaded
• Nation from where the registration was issued

Why we Collect this Data
• Creating an account
• Processing the order of the service when you download the app
• Performing/executing the service

Legal Basis (GDPR only)
Processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract. We collect and process all your personal data in accordance with the relevant data protection regulations, in particular the General Data Protection Regulation (GDPR), the Data Protection Act 2018 (DPA).

Third Parties with whom we Share your Data
3rd party platforms such as our web-host Google.

Period of Storage
• Until you send a deletion request or we proactively decide to delete the data. As the GDPR requires, you are entitled to deleting your account at any moment. Please note that under applicable laws, we may be required to retain the data for a longer or a shorter period.
• We share the user data with Google, to know the data period of storage you have to look at the Google data retention policy.

Consequences of not Providing the Data
• Cannot create an account
• Cannot personalize the Service
• Cannot process the Service order and perform the agreement

Data we Collect when you Browse or Visit our Website
• Contact IP address
• IP nation
• Operating system

Why we Collect this Data
• To provide our service and certain features of the product
• To improve our product and quality of service

Legal Basis (GDPR only)
Consent

Data we Collect when you Contact us (e.g. Customer Support, Help, Submit a Request)
• Full name
• Email address
• Device type
• Version of the product being used
• OS version being used
• Any other information that you decide to provide/supply us

**Why we Collect this Data**
- To assist you
- To respond to your query

**Legal Basis (GDPR only)**
Processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract

**Third Parties with whom we Share your Data**
3rd party platforms such as for the following purposes: Customer support parties

**Period of Storage**
Until we no longer need the information and proactively delete it or you send a valid deletion request. As the GDPR requires, you are entitled to deleting your account at any moment. Please note that we may retain it for a longer or shorter period in accordance with data retention laws.

**Consequences of not Providing the Data**
Cannot assist you and respond your query.

**Second Part**

**Details on Collection and Use of Personal Information**
Personal information is data that can be used to uniquely identify or contact a specific individual.

You may be asked to provide your personal information anytime you are in contact with us (like when you fill out our contact form or sign up for a newsletter). You are not required to provide the information we requested, but if you choose not to do so, in many cases this means we will not be able to provide you with our products or services or respond to your inquiries.

Here are examples of the types of personal information that we collect:

When you visit our website, connect to our services, contact us, use our software, create a Beauty Agenda App account, we collect a variety of information, including your email address, device information, IP address, and a record of your communication.

When using our software, we collect additional information such as crash reports, information about the operating system, application version, user language, and whether or not you're logged in to Beauty Agenda App.
When using Beauty Agenda App to update your appointments, we collect the content you provided, as well as additional information such as access logs and device identifiers.

**How we use your personal information**

We collect and process all your personal data in accordance with the relevant data protection regulations, in particular the General Data Protection Regulation (GDPR), the Data Protection Act 2018 (DPA). This means that we may process your personal information for the purposes described in this Privacy Policy with your consent, if it is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract, if it is necessary for compliance with a legal obligation to which Beauty Agenda App is subject, or when we have assessed it is necessary for the purposes of the legitimate interests pursued by Beauty Agenda App or by a third party to whom it may be necessary to disclose information.

The personal information we collect allows us to keep you up to date on our latest product announcements, software updates, and services. You may at any time opt out of receiving such communications by contacting us. In particular, we only send you our newsletter with your prior consent, and you can opt out of receiving the newsletter anytime by clicking the unsubscribe link we include in each newsletter, or by contacting us. We also use the personal information we collect to help us create, develop, deliver, protect, and improve our products, services, content, and customer communications. We may use your personal information to send important notices, such as communications about changes to our terms, conditions, and policies. As this information is important to your interaction with Beauty Agenda App, you may not opt out of receiving these communications. We may also use personal information for internal purposes such as auditing, data analysis, and research to improve our products, services, and customer communications.

Controller within the meaning of the data protection laws and service provider in the sense of the Data Protection Act 2018 (DPA) is the Beauty Agenda App Ltd., 20-22 Wenlock Road, London, England, N1 7GU, E-Mail: support@beautyagendaapp.com, Managing Director: Carola Biason.

**Collection and Use of Non-Personal Information**

Non-personal information is data that cannot, on its own, be used to uniquely identify a specific individual. We may collect, use, transfer, and disclose non-personal information for any purpose. We may combine personal and non-personal information for certain purposes; this data will then be treated as personal information for as long as it remains combined. Conversely, aggregated information, i.e. data that might have originated from personal information, but that has been processed in such a way as to not allow personal identification, is treated as non-personal information.

**Other Technologies**

Our website, services, apps, email communications and advertisements may use technologies as “pixel tags” and “click-through URLs”.

We use the information we collect in this manner to better understand our users’ interaction with our website and to optimize the user experience.
In our email communications, we may use other technologies like “pixel tags” and “click-through URLs” in order to determine if an email has been opened and which links have been clicked. We use this information to help us determine interest in particular topics and improve the effectiveness of our communications, and to reduce or eliminate messages sent to customers. Pixel tags are small images shown inside an HTML email; you can disable tracking by disabling HTML in your email client. A link with a click-through URL, when clicked, first sends the user to a web server which records the click, and then to the link’s destination. If you prefer not to be tracked in this way, you should not click text or graphic links in the email messages.

As you access our services, we gather some information automatically on our servers and store it in log files. This information includes your operating system, your contact IP address and IP nation. We use this information in anonymized form for statistical analysis, to administer our site, and to improve our product and services, without directly associating this data with individual users.

Disclosure to Third Parties
We don’t share personal information with anyone outside of Beauty Agenda App, except for the few exceptions below as 3rd party platforms like our web-host Google.

We work together with other companies who provide information processing services. We only share personal information with these companies if you have agreed to the transfer, or if it is permitted by data protection law. The information we share is limited to the data necessary for the third parties to provide their services. We use these companies for the following services: hosting of our website and support portal, providing our help desk software, sending out newsletters, analyzing our website traffic, hosting our cloud services, manage our app beta testing, and processing our app crash reports. These companies are obligated to protect your information in accordance with data protection law and provide the necessary safeguards if they are outside of the United Kingdom. The companies are bound by our instructions and are not allowed to use the shared data for any other purpose.

We also share personal information if disclosure of such information is reasonably necessary to satisfy any applicable law, regulation, legal process or enforceable governmental request; to enforce applicable Terms of Service, including investigation of potential violations thereof; to detect, prevent, or otherwise address fraud or security issues; and to protect against harm to the rights, property or safety of Beauty Agenda App, its users or the public as required or permitted by law.

If Beauty Agenda App is involved in a reorganization, merger, or sale, the information we collect may be transferred as part of that transaction.

Protection of Personal Information
We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, including
appropriate encryption and physical security measures to guard against unauthorized access to systems where we store personal data.

Inside Beauty Agenda App, we restrict access to personal information to only those employees who need to know that information in order to deploy and maintain our services. These individuals are bound by confidentiality agreements and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

For data transmission, we use the default HTTPS protocol to protect the user’s data, however, no method of transmitting or storing data is 100% secure, so we cannot guarantee the security of information you transmit to us.

Access to Personal Information
You are entitled to request information about the personal data stored by us, to have incorrect data corrected, or to request the freezing or deletion of your data. For example, you can request the deletion of your Beauty Agenda App account and content by going into the settings in any of our applications. You are also entitled to the portability of your personal data. Further, you may object to the use of your data at any time with effect for the future.

There are, however, cases where we are not allowed to delete your data in its entirety as a result of legal retention periods. We may also decline requests if they risk the privacy of others, would be extremely impractical, or for which access is not required by law.

Your personal information is retained for as long as it is necessary in order to fulfill the purposes outlined in this Privacy Policy, to enforce applicable Terms of Service, or to comply with our legal obligations.

Children
We do not knowingly collect personal information from children under 16, or equivalent minimum age in the relevant jurisdiction, unless their parent provided verifiable consent. If we learn that we have collected personal information from a child under 16, or equivalent minimum age in the relevant jurisdiction, without consent of their parent, we will take steps to delete this information as soon as possible. Parents or guardians can contact us.

Third-Party Sites and Services
Beauty Agenda App’s website or any of our services may contain links to third-party websites or services. We are not responsible for the information collected by those third parties and we encourage you to read their privacy policy before submitting any personal information to them.

Privacy Questions
If you have any questions regarding our Privacy Policy or data processing, or if you would like to make a complaint about a possible breach of local privacy laws, please contact us. We would also like to draw your attention to the possibility to file a complaint to the relevant
regulator in your jurisdiction, and in particular to the Information Commissioner's Office (ICO), the data protection regulator of the United Kingdom.

Our Privacy Policy may change from time to time. When we change the policy, we will post the changes on this page. If the policy changes in a significant way, we will also provide a notice on our website.