

# End User Agreement - Holistikah

(2024-02-15)

## Introduction

This agreement ("Agreement") governs the use of the digital platform ("Website") offered by World of Holistikah Sweden AB (hereinafter referred to as "Holistikah", "we", "us" or "our") and accessible via the web address <https://www.holistikah.com>. Holistikah is a company registered in Sweden with organization number 559366-4690 and registered at Karlavägen 4, 114 24 Stockholm.

By using the Website, you are deemed to have accepted and agreed to these terms and conditions ("Terms of Use"). Please note that such use of the Website, which includes services for bookings and/or payments ("Booking Service"), is provided only on behalf of the Service Providers ("Service Providers") who have published their service offerings on the Website.

## Your Booking

The service offerings you book through the use of the Booking Service shall be considered as directly offered by the Service Provider and not by Holistikah. When you use the Booking Service to book a service or participate in an event, you enter into a direct contractual relationship with the Service Provider regarding the execution of the service offering. The parties to the execution of the booked service provision are thus solely the Service Provider and you as the customer.

Please note that the booking process for some of the service offerings published on the Website may occur in booking systems outside the Booking Service, depending on the choice of the Service Provider. Bookings and payments made through such external booking systems are governed by the terms of those booking systems, and Holistikah assumes no responsibility for them. It is also important to note that payment for services booked via the Booking Service, and paid at the time of booking, are handled by the payment service provider Stripe Payments Europe Limited on behalf of the Service Provider (see Stripe's terms [here](#)).

To use the Booking Service, you must be legally capable of entering into contracts (have legal capacity) and take full financial responsibility for all transactions performed in your name. It is your responsibility to ensure that all information you provide to us is true and accurate.

## **Cancellation and "No-show"**

If you wish to cancel your booking, we ask you to use the cancellation function available in the logged-in view under the summary of your upcoming bookings (menu option "My bookings" on the Holistikah platform). Each booking has a "cancel" button that should be used for cancellation. Please note that cancellations cannot be made via email.

If payment has been made in connection with the booking in the Booking Service, you need to cancel your booking at least 24 hours before the booking start time to be entitled to a full refund. If you fail to show up for such a booked time, or if the cancellation is made less than 24 hours before the booking start time, no refund will be issued by the Service Provider.

For bookings where payment has not been made in the Booking Service, the Service Provider's individual cancellation policies apply. These rules are usually specified on the Service Provider's booking page and in the booking confirmation and typically mean that you are obligated to pay for the service if you do not show up at the agreed time.

## **Things to consider**

We kindly ask you to arrive in good time for your booked service or event.

Please note that we have the right to cancel bookings and, without notice, terminate or restrict your access to all or parts of the Website and Booking Service if we suspect that you are misusing the service or if you violate these Terms of Use.

The Agreement regarding the execution of a service or event is entered into directly with the Service Provider, which is why all questions related to your booking should be directed directly to the Service Provider, using the contact information provided in your email confirmation or on the Service Provider's page.

Please note that we have the right to block your access to our service, including any user IDs and passwords you have received, if we believe that you have not complied with the terms of this Agreement.

## **Additional terms and conditions**

Your booking pertains to a specific service or event on a specific day or time period, which means that the right of withdrawal according to the "Distance and Off-Premises Contracts Act" does not apply to bookings via Holistikah's platform. This applies regardless of whether the booking is made through Holistikah's booking system or through a booking system outside of Holistikah. Any exceptions to the right of withdrawal are specified in the Distance and

Off-Premises Contracts Act, see chapter 2, paragraph 1 and 11. However, cancellation is always possible within the specified cancellation rules.

In addition to the Terms of Use, the use of a Service Provider's and their potential booking partners' websites, as well as other services and products provided by Service Providers and booking partners in Holistikah's network, may be subject to additional terms and conditions decided by the respective Service Provider and/or booking partner from time to time. Such terms apply in parallel with the Terms of Use and do not replace them. We ask you to carefully read these additional terms and conditions before using the websites and/or purchasing services from Service Providers and other external booking systems.

By booking, you enter into an agreement directly with the Service Provider for the performance of a service or participation in an event. Holistikah thus assumes no responsibility for any deficiencies in performance or problems arising therefrom.

## **Personal data and collection of personal data**

Holistikah collects and stores personal data about the individual who creates a user account on the Website. This data consists of name, location, phone number, and email address. When you book an appointment via the Booking System, the Service Provider is given access to the personal data you provided during account registration. These data are processed by Holistikah as well as by the Service Provider under separate responsibilities.

Please note that the service provider may collect additional information about you if they deem it necessary for the purpose. In cases where you do not create an account on Holistikah and only book a service directly with a Service Provider who does not use Holistikah's booking system, Holistikah does not store any personal data.

## **Purposes of collection and storage**

The collection of personal data is done to facilitate administration and communication related to your booking. Collected data may also be used for marketing and improvement of operations both for Holistikah and the company you are booking with.

Holistikah has a legitimate interest in using the information for its administration and communication in connection with your booking according to the Agreement that the booking constitutes. Regarding marketing and business development, this is based on the customer relationship you establish with Holistikah by booking through Holistikah.

The provider has a legitimate interest in using the collected information for its administration and communication in connection with your booking according to the agreement that the booking

constitutes. When it comes to marketing and business development, this is based on the customer relationship you establish with the Service Provider through your booking. Please note that the provider handles your data at their own responsibility, and in some cases, the Service Provider may have their own terms that apply in connection with your booking. In such cases, the Service Provider's terms apply instead of those stated in these terms.

## **Storage of data**

Holistikah stores information about you for as long as you have an active account with us. Therefore, the data is stored until you delete the account or until the account has been inactive for more than 3 years. Please note that the Service Provider may have other terms regarding the storage period of the data.

## **Sharing of information**

The processing of your data is confidential, and Holistikah is only authorized to disclose it to third parties to fulfill the purposes listed above. These third parties include Service Providers necessary for the operation and maintenance of the Website, as well as for sending out SMS or email communications.

## **Rights and Contact**

In accordance with the General Data Protection Regulation, you have the right to request access to your data, correct them, or have them deleted. If you wish to contact Holistikah or the service provider regarding your personal data, please contact us at [support@holistikah.se](mailto:support@holistikah.se). As a customer, you also have the right to lodge any complaints with the Swedish Data Protection Authority.

## **Cookies**

The Website uses a standard technology called "cookies" and web server logs to collect information about how the Website is used. This is done to enhance our digital offering. The information collected through cookies and web server logs may include the time and date of the visit, the pages visited, the duration of the use of the Booking Service, and which websites were visited before and after using our service. It is important to note that cookies do not enable the collection of personal information about you, and we generally do not store any personal information collected through cookies.

## **Availability of the Booking Service**

As a customer, you are responsible for taking all necessary technical and other arrangements to access the Booking Service. Furthermore, you are responsible for ensuring that anyone using the Booking Service through your internet connection and your account details is aware of these Terms of Use and complies with them. Holistikah hereby disclaims all liability for any interruptions or deficiencies in the availability of the Booking Service to the fullest extent permitted by law. Furthermore, Holistikah reserves the right to revoke or modify the Booking Service without prior notice.

## **Restrictions**

All copyright and other rights applicable to databases, trademarks, intellectual property rights, and other content provided and made available through the Website remain our or our licensors' property. All such rights are expressly reserved.

By using our service, you agree not to disrupt, damage, reduce the effectiveness of, or otherwise impair one or more of our services. You also agree not to use the service in a manner that violates applicable laws.

## **Holistikah's liability**

Holistikah takes no responsibility for any losses, damages, or costs you may incur as a result of viruses or malicious software affecting you or your computer when connecting to or using the Website.

To the fullest extent permitted by applicable law, we disclaim any liability that may arise from your use of services and products provided by a Service Provider and/or their booking partners. Furthermore, Holistikah disclaims liability related to the failure of Service Providers and/or booking partners to fully or partially provide services or products booked through the Website.

In accordance with applicable law, we disclaim, to the fullest extent permitted by applicable law, all warranties and conditions, whether express or implied. This includes, but is not limited to, implied warranties and conditions of quality and fitness for a particular purpose. Holistikah cannot be held liable for any damages arising from your use of our services, including any software or systems you use to connect to it. This includes, but is not limited to, damages to computers, software, systems, or portable devices used to connect to the Service.

Under no circumstances shall Holistikah be liable for consequential damages, unexpected damages, or special damages, or for loss of revenue, production interruptions, loss of business

information, loss of data, or any other economic loss resulting from your use or inability to use our Services.

Although we have made every effort to ensure that the information on the Website has been collected from reliable sources, Holistikah is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information on the Website is provided "as is," without any warranty of completeness, accuracy, correctness, or the results obtained from the use of this information, and without any warranty of any kind, express or implied, including but not limited to warranties of performance, merchantability, and fitness for a particular purpose.

Under no circumstances will Holistikah, its related partnerships or companies, or their partners, agents, or employees be liable to you or anyone else for any decision made or action taken in reliance on the information on the Website or for any consequential, special, or similar damages, even if they have been informed of the possibility of such damages.

## **Modification of Terms of Use**

Holistikah reserves the right to amend the Terms of Use at any time. Your acceptance of these changes is evidenced by your continued use of our Service following the implementation of such changes.

## **Jurisdiction and Applicable Law**

Swedish courts have exclusive jurisdiction to handle all legal claims arising from or related to your use of the Website and Booking Service.

These Terms of Use are governed and regulated by Swedish law.

## **Contact Us**

You are welcome to contact us at any time regarding any questions related to these Terms of Use at [support@holistikah.com](mailto:support@holistikah.com).