

Terms and Conditions

Last Updated: 08 June 2025

1. Introduction

1.1 About SpotsBooking

Welcome to SpotsBooking, operated by **ProductResolve**, a company registered in the Netherlands under Chamber of Commerce Number 94425647. SpotsBooking is an online platform that connects customers with beauty and wellness service providers, including salons, spas, and physiotherapy clinics, for last-minute appointments (typically within 48 hours).

1.2 Purpose of These Terms

These Terms and Conditions ("**Terms**") govern your use of the SpotsBooking platform, including our website at <http://www.spotsbooking.com> and any related mobile applications or services. These Terms establish the legal relationship between you and SpotsBooking and explain your rights and responsibilities when using our platform.

1.3 Platform Role

SpotsBooking acts solely as an intermediary platform. We facilitate connections between customers and service providers but do not provide, deliver, or guarantee any beauty, wellness, or physiotherapy services. We are not responsible for the quality, safety, or delivery of services provided by our partner businesses.

2. Acceptance of Terms

2.1 Agreement to Terms

By accessing or using the SpotsBooking platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. Your use of our platform constitutes your acceptance of these Terms, whether you register for an account or use our services as a guest.

2.2 User Responsibility

It is your responsibility to read and understand these Terms before using our platform. If you do not agree with any part of these Terms, you must not use our services. Continued use of the platform after any changes to these Terms constitutes your acceptance of the updated Terms.

2.3 Capacity to Enter Agreement

By using our platform, you represent that you have the legal capacity to enter into this agreement and that you will comply with all applicable laws and regulations.

3. User Eligibility

3.1 Minimum Age Requirement

You must be at least 16 years old to use the SpotsBooking platform. This age restriction is in compliance with Dutch data protection laws and the General Data Protection Regulation (GDPR). If you are under 16 years old, you are not permitted to use our services.

3.2 Age Verification

By using our platform, you confirm that you meet the minimum age requirement. We may request age verification at any time, and failure to provide satisfactory proof of age may result in account suspension or termination.

3.3 Parental Supervision

If you are between 16 and 18 years old, we recommend that you use our platform under parental guidance and with parental consent for any bookings or transactions.

4. Account Registration and Use

4.1 Account Creation

To access certain features of our platform, you may need to create an account. When registering, you must:

- Provide accurate, current, and complete information
- Choose a secure password
- Keep your login credentials confidential
- Notify us immediately of any unauthorised use of your account

4.2 Account Security

You are responsible for:

- Maintaining the security of your account credentials
- All activities that occur under your account
- Logging out of your account when using shared or public devices
- Immediately notifying us of any security breaches

4.3 Account Information

You agree to:

- Keep your account information accurate and up-to-date
- Provide only truthful information about yourself
- Not create multiple accounts for the same person
- Not share your account with others

4.4 Prohibited Account Use

You may not:

- Use another person's account without permission
- Create accounts using false information
- Use automated systems to create accounts
- Sell, transfer, or assign your account to others

5. Payment Terms and Consumer Rights

5.1 No Direct Payment Processing

SpotsBooking does not handle, process, or facilitate direct payments between customers and service providers. All monetary transactions occur directly between you and the service provider you book with. SpotsBooking may charge service providers subscription or listing fees for using our platform, but these fees do not affect the prices you pay for services.

5.2 Payment Responsibility

When you book a service through our platform:

- **Payment is your direct responsibility to the service provider**
- Payment methods, amounts, and timing are determined by the service provider
- You must settle payment directly with the service provider according to their terms
- SpotsBooking is not involved in payment collection, processing, or disputes

5.3 Payment Disputes

Any payment disputes, refund requests, or billing issues must be resolved directly with the service provider. SpotsBooking cannot assist with payment-related disputes as we are not party to these transactions.

5.4 Pricing Information

Service providers are responsible for:

- Setting their own prices
- Displaying accurate pricing information
- Honouring advertised prices
- Complying with Dutch consumer protection laws regarding pricing

5.5 Consumer Protection - Pricing Transparency

Under Dutch consumer protection law, service providers must:

- Display all prices clearly including VAT
- Indicate any additional fees before booking confirmation
- Honour advertised prices for a reasonable period
- Provide clear cancellation and refund policies

5.6 Right of Withdrawal (Consumer Protection)

If you are a consumer, you have the right to withdraw from certain bookings within 14 days without giving reasons, subject to the following conditions:

- The withdrawal period begins from the day you make the booking
- You may withdraw by sending a clear statement to the service provider
- This right does not apply to services that have already been fully performed with your prior express consent
- Service providers may have their own cancellation policies that provide additional rights

To exercise your withdrawal right, contact the service provider directly or email us at legal@spotsbooking.com for assistance.

6. Intellectual Property

6.1 Platform Ownership

SpotsBooking owns all intellectual property rights in the platform, including:

- Website design, layout, and functionality
- Software, code, and technical infrastructure
- SpotsBooking trademarks, logos, and branding

- Original content created by SpotsBooking

6.2 Limited Licence to Users

We grant you a limited, non-exclusive, non-transferable license to:

- Access and use the platform for personal, non-commercial purposes
- View and interact with content on the platform
- Book services through the platform

6.3 User Restrictions

You may not:

- Copy, modify, or distribute platform content without permission
- Use our trademarks or branding without authorisation
- Reverse engineer or attempt to extract source code
- Create derivative works based on our platform
- Use the platform for commercial purposes without our consent

6.4 Service Provider Content

Service providers retain ownership of their business information, photos, and service descriptions. By listing on our platform, service providers grant us a license to display their content for platform operation purposes.

6.5 Respect for Third-Party Rights

You must respect the intellectual property rights of others and not post content that infringes on copyrights, trademarks, or other proprietary rights.

7. User Content

7.1 Content You Provide

When you use our platform, you may provide content such as:

- Reviews and ratings of services
- Comments and feedback
- Profile information
- Messages to service providers

7.2 Content Standards

All user content must:

- Be truthful and accurate
- Comply with applicable laws
- Respect others' rights and dignity
- Not contain offensive, harmful, or inappropriate material
- Not infringe on intellectual property rights

7.3 Prohibited Content

You may not post content that:

- Is false, misleading, or defamatory
- Contains hate speech, harassment, or discrimination
- Includes personal information of others without consent
- Promotes illegal activities
- Contains spam or commercial solicitations
- Violates any applicable laws or regulations

7.4 Content Moderation

We reserve the right to:

- Review, edit, or remove user content
- Suspend accounts for policy violations
- Report illegal content to authorities
- Use automated systems to detect prohibited content

7.5 Content Licence

By posting content on our platform, you grant SpotsBooking a non-exclusive, royalty-free licence to use, display, and distribute your content for platform operation purposes.

8. Privacy and Data Protection

8.1 Data Protection

Your privacy is important to us. Our collection, use, and protection of your personal data is governed by our Privacy Policy, which forms an integral part of these Terms.

8.2 Privacy Policy Reference

Please review our Privacy Policy at **[Privacy Policy Link]** to understand:

- What personal data we collect
- How we use your information
- Your rights regarding your data
- How we protect your privacy

8.3 GDPR Compliance

We comply with the General Data Protection Regulation (GDPR) and Dutch data protection laws. You have specific rights regarding your personal data, including the right to access, correct, delete, and port your data.

8.4 Data Processing Details

We process your personal data based on:

- **Contract performance** for booking facilitation and account management
- **Legitimate interest** for platform improvement, security, and fraud prevention
- **Consent** for marketing communications and optional features
- **Legal obligation** for compliance with applicable laws

8.5 Your Data Rights

You have the right to:

- **Access** your personal data and receive a copy
- **Rectify** inaccurate or incomplete data
- **Erase** your data in certain circumstances
- **Restrict** processing of your data
- **Data portability** - receive your data in a structured format
- **Object** to processing based on legitimate interests
- **Withdraw consent** for consent-based processing

To exercise these rights, contact legal@spotsbooking.com

8.6 Consent Management

By using our platform, you consent to our data processing practices as described in our Privacy Policy. You may withdraw consent at any time through your account

settings or by contacting us, though this may limit your ability to use certain platform features.

9. Liability and Warranties

9.1 Platform Provision

SpotsBooking provides the platform with reasonable care and skill. We exclude warranties only to the extent permitted by Dutch law. This does not affect your statutory rights as a consumer.

9.2 Service Provider Responsibility

Service providers are solely responsible for:

- The quality and safety of their services
- Compliance with professional standards and regulations
- Maintaining appropriate licences and insurance
- Honouring bookings and appointments
- Customer service and dispute resolution

9.3 Limitation of Liability

Our liability is limited to €1,000 per incident, except for:

- Death or personal injury caused by the negligence of our platform
- Fraud or fraudulent misrepresentation
- Gross negligence or wilful misconduct
- Violations of your statutory consumer rights
- Any other liability that cannot be excluded under Dutch law

We shall not be liable for:

- **Service provider actions** including service quality, cancellations, or professional conduct
- **Third-party content** or actions of other users
- **Indirect or consequential damages** including lost profits or business interruption

9.4 Platform Availability

We strive to maintain platform availability but do not guarantee uninterrupted access. We will use reasonable efforts to:

- Maintain platform functionality
- Provide advance notice of scheduled maintenance
- Minimise service disruptions
- Restore service promptly after technical issues

9.5 User Responsibility

You acknowledge that:

- You use the platform at your own risk for matters outside our control
- You are responsible for evaluating service providers
- You should verify service provider credentials and reviews
- You must comply with all applicable laws when using our services

9.6 Consumer Rights Protection

Nothing in these Terms affects your statutory rights as a consumer under Dutch law. For information about your consumer rights, visit the Netherlands Authority for Consumers and Markets (ACM) website at [acm.nl](https://www.acm.nl).

10. Termination

10.1 Termination by You

You may terminate your account at any time by:

- Deleting your account through platform settings
- Contacting our customer support at info@spotsbooking.com
- Ceasing to use the platform

10.2 Termination by SpotsBooking

We may suspend or terminate your account with appropriate notice if you:

- Materially violate these Terms or our policies
- Provide false or misleading information
- Engage in fraudulent or illegal activities
- Abuse or harass other users or service providers

- Fail to meet age requirements

For serious violations, we may terminate immediately. We will provide reasons for termination and, where appropriate, an opportunity to remedy the violation.

10.3 Balanced Termination Rights

Both parties have equal rights to terminate this agreement:

- **30 days' notice** for termination without cause
- **Immediate termination** for material breach after notice and opportunity to cure
- **Clear procedures** for account closure and data handling

10.4 Effect of Termination

Upon termination:

- Your access to the platform will be suspended
- Your account data may be deleted in accordance with our Privacy Policy
- Outstanding bookings may be cancelled with appropriate notice to service providers
- These Terms will continue to apply to past use of the platform

10.5 Data Retention After Termination

After account termination, we may retain certain information as required by law or for legitimate business purposes, as described in our Privacy Policy. You may request deletion of your personal data subject to legal retention requirements.

11. Dispute Resolution

11.1 Informal Resolution

Before pursuing formal legal action, we encourage you to contact us directly at legal@spotsbooking.com to resolve any disputes. Many issues can be resolved through direct communication within 30 days.

11.2 Mediation

If informal resolution fails, disputes may be submitted to mediation through the Netherlands Mediation Institute (NMI). Both parties must agree to participate in mediation, which will be conducted in Dutch or English.

11.3 Arbitration

For disputes that cannot be resolved through mediation, binding arbitration may be pursued under Dutch arbitration rules. The arbitration will be conducted in the Netherlands in Dutch or English.

11.4 Court Proceedings

As a last resort, disputes may be brought before the competent courts in the Netherlands. You agree to submit to the jurisdiction of Dutch courts for any legal proceedings.

11.5 Consumer Rights

Nothing in these Terms limits your rights as a consumer under Dutch consumer protection laws. You may have additional rights that cannot be waived by agreement.

11.6 Consumer Complaint Resolution

Consumers may file complaints with:

- **Netherlands Authority for Consumers and Markets (ACM)** at acm.nl
- **European Online Dispute Resolution platform** for cross-border disputes at ec.europa.eu/consumers/odr
- **Consumer protection organisations** in your country of residence

12. Modifications to Terms

12.1 Right to Modify

SpotsBooking reserves the right to modify these Terms at any time to reflect:

- Changes in applicable laws or regulations
- Updates to platform features or services
- Improvements to user protection or platform security
- Business operational changes

12.2 Notification Process

When we modify these Terms, we will:

- Post the updated Terms on our platform with clear change indicators
- Send email notification to registered users
- Provide at least 30 days' notice for material changes
- Clearly indicate the effective date of changes

- Highlight significant changes affecting your rights

12.3 Acceptance of Changes

These Terms and Conditions may be changed whenever necessary. Your continued use of the platform after the effective date of any changes constitutes your acceptance of the modified Terms. If you do not agree with the changes, you must stop using the platform and may terminate your account.

12.4 Material Changes

For significant changes that materially affect your rights or obligations, we may require your explicit acceptance before you can continue using the platform.

13. Governing Law

13.1 Applicable Law

These Terms are governed by and construed in accordance with the laws of the Netherlands. Any disputes arising from these Terms or your use of the platform will be resolved under Dutch law.

13.2 Jurisdiction

The courts of the Netherlands have exclusive jurisdiction over any disputes arising from these Terms or your use of the platform, except where EU consumer protection laws provide otherwise.

13.3 Consumer Protection

If you are a consumer resident in the European Union, you benefit from mandatory consumer protection laws in your country of residence, and nothing in these Terms limits those protections.

13.4 Language

These Terms are written in English. A Dutch translation is available upon request by contacting legal@spotsbooking.com. In case of conflicts between versions, the English version shall prevail.

14. Contact Information

14.1 Customer Support

For questions, concerns, or support regarding these Terms or the platform, please contact us:

Email: info@spotsbooking.com

Phone: +31(0) 620218831

Response Time: We aim to respond within 2 business days

Languages: Dutch, English

14.2 Business Information

Company Name: ProductResolve

Chamber of Commerce Number: 94425647

Registered in: Netherlands

Website: <http://www.spotsbooking.com>

14.3 Legal Notices

For legal notices, complaints, or formal communications, please contact:

Email: legal@spotsbooking.com

Subject Line: Include "Legal Notice" or "Terms and Conditions"

14.4 Data Protection Enquiries

For privacy-related questions or to exercise your data protection rights:

Email: legal@spotsbooking.com

Reference: Our Privacy Policy for detailed information about data handling

14.5 Consumer Rights Support

For consumer protection matters and withdrawal rights:

Email: legal@spotsbooking.com

Phone: +31 (0) 620218831

Reference: Section 5.6 for withdrawal procedures

15. Additional Provisions

15.1 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable under Dutch law, the remaining provisions will continue in full force and effect. The invalid provision will be replaced with a valid provision that most closely reflects the original intent.

15.2 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and SpotsBooking regarding your use of the platform and supersede all prior agreements and understandings.

15.3 No Waiver

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by an authorised representative.

15.4 Assignment

You may not assign or transfer your rights under these Terms without our written consent. We may assign our rights and obligations under these Terms without restriction, provided we give you reasonable notice.

15.5 Force Majeure

Neither party will be liable for any failure or delay in performance due to circumstances beyond their reasonable control, including natural disasters, government actions, pandemics, or technical failures beyond our control.

15.6 Compliance Monitoring

We regularly review these Terms to ensure continued compliance with Dutch law and consumer protection requirements. We welcome feedback on clarity and fairness at legal@spotsbooking.com.

16. Frequently Asked Questions

16.1 Age and Account Questions

Q: Can I use SpotsBooking if I'm under 16?

A: No, you must be at least 16 years old to use our platform in compliance with Dutch data protection laws.

Q: What if I'm 16-18 years old?

A: You can use the platform, but we recommend parental guidance for bookings and transactions.

16.2 Payment and Booking Questions

Q: Does SpotsBooking handle my payments?

A: No, all payments are made directly to the service provider. We only facilitate the connection.

Q: Can I cancel my booking?

A: Yes, you have a 14-day withdrawal right for eligible bookings, plus any additional rights provided by the service provider.

16.3 Data and Privacy Questions

Q: What data do you collect?

A: Please see our Privacy Policy for detailed information about data collection and your rights.

Q: How do I delete my account?

A: You can delete your account through platform settings or by contacting customer support.

By using the SpotsBooking platform, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.