



# Go & Find

## Terms of Service

These General Contracting Conditions (hereinafter, “**CGC**”) regulate the legal conditions of purchase of geolocation services by SMS Go&Find through this website (hereinafter, the “**Site Web**”). These GTC may be applied together with particular conditions of sale, provided that they have been communicated to the users/customers of the Website. Anyone who browses and/or uses this Website will be considered a user thereof (hereinafter, “**User**”) and will be bound by the GTC, as well as by the [legal notice]/(terms- of-use), the [privacy policy](#) and the [cookies policy](#).

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### Ownership

The owner is WE DO IT 4 YOU, S.L. with CIF B67250514 and registered office at Av. De Cerdanyola, 75, 1st floor, 08172 Sant Cugat del Vallès -Barcelona- (hereinafter, the “**Owner**”). It is registered in the Mercantile Registry of Barcelona with the No. 2018/1302, Volume 46500, Folio 100, Sheet 522020, Inscription 1.

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### Service description

Through the service, Go&Find allows you to locate the current position of a person who consents to be located. The Service allows you to send an SMS to the recipient to indicate that someone wants to know their location. If the recipient of the message expressly accepts, the geoposition of the recipient at that specific moment is shared by the requester.

In no case does the location go beyond the specific moment in which it has been accepted.

**The monthly payment for the service does not guarantee that the wanted person can be located, they only provide the means to achieve that end, but in the event that the person is missing, with the mobile phone stolen, turned off or does not accept the link that We send by SMS, we will not be able to get your GPS position.**

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### Age of majority and veracity of the data

Only Users over 18 years of age are authorized to use the Website. Therefore, minors cannot use the Website or the services offered therein.

You represent that all information you provide to us is true, complete and accurate. In the event of an error in entering the data, the User will be solely responsible for the impossibility or difficulties in the delivery of the products that may occur.

The User will be solely responsible in case of abusive, illegal or illegitimate use of the service.

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### Service contracting and cancellation process

## 1 . Requirements to acquire the status of registered User

To provide the services or access some functionalities, Users must register, providing the data that is mandatory according to the electronic forms provided for this purpose.

The User knows that their account is personal and non-transferable, so they may not share it with any third party or assign their username and/or password.

The password must be updated by the User periodically and must be created and kept by the User so that it is confidential and meets minimum requirements for length, complexity and security.

All purchases made with the User's username and password will be binding on the User and will be considered validly executed.

It is the sole responsibility of the User to promptly notify the Owner of any unauthorized use of his or her account and/or of the fact that it or the password may have been accessed or violated so that the Owner can take the appropriate measures, including cancellation. of the account/password.

## 2 . Requirements to acquire the status of registered User

You can access the service in the following ways:

a. by directly contracting the service for an amount of 39.99 Euros per month that will continue in force until you proceed to cancel it.

b. access the service using a 24-hour trial for €0.50 and, after that time, if you do not cancel the account, your subscription to the service is monthly for an amount of 39.99 Euros per month that will remain valid until you cancel it.

Unless you cancel your subscription, you authorize us to charge the corresponding monthly subscription fee to the payment method (card) you entered when you registered.

You can cancel your subscription to the service at any time, and you will continue to have access to the service until the end of your monthly billing period. To the extent permitted by Law, payments are non-refundable and we do not provide refunds or credits for partial monthly subscription periods.

You can cancel it conveniently and immediately from your user area or by contacting us at [info@goandfind.net](mailto:info@goandfind.net).

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## Payments

In order to contract the service, you must register as a user of our Website.

The Website has a secure platform to contract services. Please note that only people over 18 years of age can be Users of the Website.

During the purchasing process, applicable taxes will be indicated in detail and separately.

Payment can be made through a VISA or MasterCard debit or credit card, with the amount charged at the time of purchasing the products. They are carried out on a secure page, using SSL technology to guarantee security in the transmission of data.

Once the purchase process is completed, the User will receive a confirmation email as proof of purchase.

If the credit card with which you signed up for the service does not have funds at the time of payment, the account will be canceled immediately.

The invoices will be made available to you in your user area. You can modify your billing information from the "Account" tab, and you can view and download invoices from the "Billing" section. If you wish to receive the invoice in paper you can contact us at [info@goandfind.net](mailto:info@goandfind.net).

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### **Right of withdrawal for consumers**

The withdrawal period will expire 14 days from the date of execution of the contract, given that when contracting the service you have agreed that it will be executed immediately and during the validity of the withdrawal period.

During this period you have the right to withdraw from this contract without the need for justification.

If you withdraw from this contract using your right of withdrawal, we will refund the payment we have received, without any undue delay and, within a maximum period of 14 days from the date on which you inform us of your decision to withdraw from this contract.

You will not incur any costs as a result of such reimbursement, but, since you have requested to start the performance of the services during the withdrawal period, we will deduct from the reimbursement an amount proportional to the service provided until the moment you exercise the right of withdrawal.

You can use the template [withdrawal form attached](#) or write to us at [info@goandfind.net](mailto:info@goandfind.net).

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### **Compliance**

The Owner reserves the right to suspend or cancel your access to the service, as well as to exercise any other remedies available by law in the event of non-compliance with the GTC, Conditions of Use of the Website, Privacy Policy and/or the performance of a abusive use of the service or contrary to current legislation.

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### **Attention to complaints and extrajudicial conflict resolution system**

Users may direct complaints to the Owner via email [info@goandfind.net](mailto:info@goandfind.net).

Those Users who have the status of final consumers may, in the event that they consider that their claim before the Owner has not been satisfactorily resolved, go to an alternative dispute resolution entity notified to the European Commission through the following link [*Resolution of disputes*]. *online litigation | European Commission (europa.eu)* (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ES> "<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ES>"). The operation of the aforementioned alternative dispute resolution mechanism is set out here [Online dispute resolution | European Commission \(europa.eu\)](#).

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### **Availability and download of the GTC**

The GTC are available to Users on the Website so that they can consult, download, archive and/or print them.

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### **Partial nullity**

If part of the clauses of these GTC were declared void, this would not affect the survival of the contract or the rest of the clauses of the GTC. The clauses declared void must be replaced by others that have the most similar feeling and meaning to those replaced.

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### **Modification of these GTC**

The Owner reserves the right to modify these GTC at any time. You will be aware of the changes by publishing them on our Website and/or by sending an e-mail.

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### **Applicable law and jurisdiction**

These GTC are governed by Spanish legislation, although in the case of consumers residing in the European Union, the mandatory consumer protection regulations of their place of residence may also be applicable.

The Spanish Courts will be competent, except in the case in which the existence of active sales by demand or claim can be proven both in Spain and in your country of residence.

For its part, the Owner may file a lawsuit or claim against Users who have the status of consumers and residence in the European Union, only in their place of residence.