

Terms and Conditions

1. INTRODUCTION

These Terms and Conditions (hereinafter: „**Terms**“) govern the access to and use of the Shapa services, applications, platform and website (hereinafter: “**Shapa**”), owned by the company ŠAPA d.o.o. Beograd, established and existing under the laws of the Republic of Serbia, registration number: 21739553, with its registered office at Kraljice Natalije 30, Belgrade (hereinafter: “**Company**”, “we”, “us”, “our”).

By using or accessing Shapa, you agree to the Terms and disclaimers laid out herein.

Please read these Terms carefully before accessing or using Shapa, as they represent an agreement between you and the Company and affect your legal rights. If for any reason you have not agreed to these Terms, you will not be able to use Shapa.

2. DEFINITIONS

Unless explicitly stated otherwise, the terms below shall have the following meaning:

“**Content**” means any information displayed in a User’s Profile, whether text, images, photos, videos, sound, illustrations, logos or any other materials in any other media.

“**Pet**” means an animal in the ownership or care of a User, registered on the User’s account on the Shapa platform.

“**Profile**” means a personal membership account and all information about a User contained therein.

“**Services**” means all services provided to Users via Shapa.

“**User**” means a natural person, user of the Shapa platform who has registered a Profile. For the purpose of these Terms, both Carers and Owners are considered Users.

3. PRIVACY POLICY

By agreeing to these Terms, you also consent to the collection and use of your personal data in order to be able to use Shapa. You can find all necessary information regarding our use and protection of your personal data in the Privacy Policy.

4. PROFILE REGISTRATION

Users must be at least 15 years old to independently register for a Shapa account and give consent for personal data processing. By registering an account, you warrant that you are 15 years old or over.

By registering your Profile, you represent to us that all the personal data you provided, as well as information on your Pet is true, correct and up to date.

You are responsible for maintaining the confidentiality of your password and also for all activities that take place on your account. Shapa shall in no event be liable for any loss or damage resulting from the disclosure of your password. You may not use another User's user account at any time. Access to the Profile is secured through your private email address and your password. Users are prohibited from allowing third parties to use their Profile.

Users acknowledge that their Profile may not be always available, in particular considering necessary maintenance of hardware or software.

5. USER CONDUCT

You accept and acknowledge that Content is the sole responsibility of the person from whom it originated. Shapa does not control, endorse or guarantee the accuracy or integrity of any such content. As such, you acknowledge that by using Shapa services you may be exposed to Content that is misleading, incorrect, offensive and indecent from other users. Shapa will not be liable in any way for any Content, or any loss or damage of any kind resulting from the use of any Content transmitted via the platform.

While using the platform, you agree not to:

- Send any junk, spam email, chain letters, unsolicited messages, commercial or otherwise.
- Post or publish, distribute or disseminate material or information that is obscene, threatening, defamatory, abusive, harassing or illegal on our platforms.
- Post or publish, distribute or broadcast content that incites, promotes or justifies hatred, violence, discrimination, threats, harassment, stalking or otherwise violates the law and/or human rights, both publicly and privately to others.
- Post or publish adverts or offer commercial goods or services of any commercial nature, unless permitted by Shapa.
- Post or publish, distribute or disseminate any material that infringes any trademark, patent, copyright of Shapa or our partners.
- Attempt to hack or gain unauthorized access to the platform or other Users' user accounts.
- Post or publish, distribute, and disseminate any material you do not have the legal right to transmit under any law.
- Harm, abuse or steal any pet that is registered on our platforms.

Shapa is not obliged to monitor the Services on the platform but will be entitled to review Content brought to our attention by our employees or members, partners, users or through automation and remove Content that breaches these Terms. Users who violate these Terms will risk suspension or cancellation of their user account, and, in some cases, legal involvement.

6. MODIFICATION TO TERMS

Shapa reserves the right to update or amend the Services and these Terms at any time. You are responsible for regularly reviewing these terms and conditions. Your continued use of Shapa after any such amendments or changes shall be deemed to be your acceptance thereof.

Date of last modification: May 17, 2023

7. COMMUNICATION

By registering a Profile at Shapa, you agree that Shapa may deliver electronic communications to you (e.g. via email or by posting in-app and/or push notifications), which include necessary notices, documents and other information regarding the use of the Services. Also, by using the Services, you agree that Shapa shall not be responsible in case of failure to deliver emails to the email address you provided.

8. PROMOTION AND MARKETING

You agree that Shapa may, at its sole discretion, display partnership labels and third-party advertisements within its application, as well as make available and offer third-party promotions, coupons, promo codes, credit or loyalty programs with various features to you. Shapa does not guarantee that you will be able to use any of these benefits and shall not be liable to you for the effective performance thereof.

9. INTELLECTUAL PROPERTY RIGHTS

The Company owns, or is otherwise the authorized licensee, of all intellectual property and proprietary rights in the Shapa app and platform, as well as related technology, software, documentation, content and other material (including, but not limited to material published on the website, in email notifications and on social media). The Company grants to Users a limited, personal, non-commercial, non-exclusive, non-transferable, non-sublicensable, royalty free, worldwide license to access and use Shapa in accordance with these Terms. Except for the foregoing, nothing in these Terms licenses or conveys any of the Company's intellectual property or proprietary rights to anyone.

Users also acknowledge the Company's perpetual right to use and incorporate any suggestion for enhancement that Users may provide on Shapa, without any obligation of compensation.

You agree not to download, copy, reproduce, store, sell or distribute any part of Shapa's Content without the prior written consent of the Company. This excludes your right to download, copy or print pages of the platform for your own personal home non-commercial use.

The license shall be deemed terminated once a User has canceled their membership or when the Content has been deleted from our platforms by either party.

The Company does not claim ownership of any Content you post, upload or submit to any publicly accessible area of our platforms. However, by doing so, you are granting the Company a worldwide, royalty-free, sub-licensable, non-exclusive license to copy, reproduce, post, transmit, edit, translate, publicly display or publish such Content on its platforms.

10. DISCLAIMERS

Shapa cannot be held liable and does not assume any responsibility unless explicitly stated otherwise in our policies, for any actions made by and between any Users. Shapa serves strictly for personal use and, exceptionally, for facilitating communication between Users, with no guarantee the Content or provided information posted, written or spoken is true, accurate or up to date.

Shapa shall have no responsibility for any damage incurred in connection with potential meetings between Users and/or their Pets.

Shapa makes no warranty that the material on the platforms including the Content will be accurate or reliable, that the functionality of the platforms will be uninterrupted or error-free. You also acknowledge that Shapa does not warrant that the server(s) making our platform available is free of viruses or other factors which may be harmful or destructive to your phone, tablet, laptop, computer or any other device you use to access our platform.

You agree that the Shapa platform has not been developed for your personal individual requirements, and while we intend to provide an excellent user experience, it is your responsibility to ensure that the functions and services meet your needs. You assume full responsibility for any results of using the platform and draw your assessment to them.

Shapa only allows the use of the platform for domestic or private use, and you agree not to use it for commercial, business, resale, sales and marketing purposes. We, therefore, have no liability for any loss, damage, business debt, business interruption and loss of profit due to using our platform.

11. INDEMNITY

To the maximum extent permitted by the law of the Republic of Serbia, you agree to indemnify, defend and hold harmless Shapa directors, officers, employees, agents and third parties, for any claims, costs, losses, debt, liabilities and expenses relating to or arising directly or indirectly from your use of or inability to use our platforms, any Content transmitted by you, your violation of the Terms or violation of any third party rights and your violation of the law of the Republic of Serbia.

12. TERMINATION

Users may terminate their account at any time, for any reason, without explanation, by following the instructions in the Shapa application settings or by sending us a request via email.

Shapa reserves the right, without notice and at its discretion, to suspend or terminate your access to all or part of the platform, including deleting your account, removing your Content from the platform including all your data, images, profiles and other records.

13. ASSIGNMENT

Shapa may transfer its rights and obligations under the Terms to another organization, which shall not affect your rights or obligations under the Terms. Users may not transfer their rights or obligations under the Terms to another person.

14. SEVERABILITY

In case any one or more of the provisions contained in these Terms should be held invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired, prejudiced or disturbed thereby.

15. DISPUTE RESOLUTION AND APPLICABLE LAW

You agree that any potential disputes arising between you and Shapa in the course of using or in connection with the Services will be resolved amicably. Otherwise, if it is not possible to reach an amicable solution, all disputes arising from or in connection with these Terms shall be referred to the competent court in the Republic of Serbia.

Any relations between you and Shapa not regulated in these Terms or by written agreement, shall be governed by the relevant provisions of the laws of the Republic of Serbia.

Privacy Policy

1. INTRODUCTION

The purpose of this Privacy Policy is to familiarize you with the manner in which we use your personal data. It provides information about how we collect, use, store and otherwise process personal data, all in order to enable you to use the Shapa application and services.

Personal data is any information relating to an identified or identifiable natural person (e.g. personal name, age, photograph or location). Data that is anonymized is not considered personal data.

Processing is any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means (e.g. collection, storage, use, reproduction, publication, deletion or destruction).

The controller of your personal data is ŠAPA d.o.o. Beograd ("Company", "we", "us", "our"), established and existing under the laws of the Republic of Serbia, registration number: 21739553, with its registered office at Kraljice Natalije 30, Belgrade. Contact of the controller – email: voljena.dancic@gmail.com, phone: +381 62 294573.

2. DATA COLLECTED

Personal data we collect from you

When you use Shapa, we may collect the following categories of personal data provided directly by you:

- First and last name
- Email address
- Password
- Date of birth
- Gender (optional)
- Phone number
- Photo (optional)
- Address (optional)
- Location (optional)

Personal data we collect automatically

Through your use of Shapa, we may collect the following categories of personal data automatically:

- Technical information (internet identifiers, ISP, IP address, network information, etc.)
- Device information (hardware, operating system, OS version etc.)
- Data on geolocation

Pet data we collect

Regarding the Pet(s), Shapa Users provide the following information:

- Pet name
- Pet photo
- Pet species/breed
- Pet sex
- Pet age
- Basic physical attributes
- Medical record of the Pet (in Word/PDF or other formats, optional)

For the avoidance of any doubt, pet data enlisted above shall not be considered personal data, as defined by applicable laws.

3. PURPOSE AND LEGAL BASIS

We process your personal data if such processing is necessary for the conclusion and execution of an agreement (Terms and Conditions) between the Company as data controller and you. The purpose of processing your personal data is to register a Profile on the Shapa platform in order for you to be able to use its services and benefits. We may also process your personal data if the law requires us to do so.

Your personal data is collected and processed in order to:

- Identify, register, maintain and personalize your Profile;
- Provide Shapa Services to you;
- Test and develop new services and products or improve existing ones;
- Notify you about important updates and changes to the Services;
- Inform you about other news, features and/or content;
- Respond to your requests and suggestions;
- Display commercial third-party content;
- Identify and prevent fraud and other harmful or illegal activities;
- Comply with applicable laws.

By registering a Profile on Shapa, you give us permission to use your data for business purposes concerning our Services. Should you decide to withdraw your consent to processing of your personal data for some of the specified purposes or all of them, you can contact us by sending a request via email to the address: office.shapa@gmail.com. Upon such inquiry, we will stop processing your data and will destroy it unless required otherwise by law or unless necessary for controlling and security purposes. The right to withdraw consent does not affect the lawfulness of processing based on consent before its withdrawal.

4. PUSH NOTIFICATIONS

Push notifications are pop-up messages and alerts from applications that may appear on devices when the applications are inactive. They are used for various purposes: smoother functioning of applications, notices of changes/news/updates, notification of promotions etc.

Shapa uses push notifications to deliver alerts and SOS calls. Whenever a user decides to use the in-app SOS button to send an alert that their pet was lost to other users, a push notification is shown to all other users in the vicinity. Before using the SOS button, users are prompted to provide location and contact details. In addition to the terms specified in this Privacy Policy, such users also consent to in-app public sharing of their personal data with all other active Shapa users. While users may specify which data may be shared, the email address connected to the account is mandatory, and the user's phone number will automatically be shared in SOS alerts if linked with their profile.

Push notifications are also used in the form of reminders when the user is prompted to do a task that they previously entered in the calendar.

Finally, push notifications are also displayed when a user receives an invitation to join a group of carers of the same pet ("Pack").

Push notifications can be turned off in the app settings.

5. DATA TRANSFER

Your personal data shall not be transferred to a third country or international organization.

6. RETENTION PERIOD

Your personal data may be retained as long as you continue to use the Services, i.e. have a registered Profile on Shapa.

7. DATA INTEGRITY

We will take reasonable steps to ensure that the personal data we process is reliable for its intended use, accurate, complete and up-to-date. You are responsible for the accuracy of any personal information you provide to us. We will use reasonable efforts to maintain the accuracy and integrity of the personal data obtained and to update it as necessary.

8. DATA PROTECTION RIGHTS

Data subjects have the following rights, according to LPDP:

- Right to access,
- Right to rectification,
- Right to erasure,
- Right to restriction of processing,
- Right to object to processing, and
- Right to data portability.

The Company does not use your personal data for automated decision-making, including profiling.

9. PERSONAL DATA SECURITY

We take reasonable security measures in order to protect your personal data from unauthorized access.

We implement appropriate physical, technical and procedural measures in order to achieve an appropriate level of protection of your personal data that we process. However, no security measure can guarantee that personal data will be completely protected, and any transmission of your personal data is at your own risk. When you create a Profile, you are responsible for maintaining the security thereof and the information therein.

10. CHANGES TO PRIVACY POLICY

This Privacy Policy may be modified at our discretion to reflect updates to our business processes and services, or amended to comply with regulatory changes.

Date of last modification: May 17, 2023