

Booking Terms & Conditions Last Updated: May 2021

Please read these Booking Terms and Conditions carefully before you use the Savvy Bookings Service, as these Booking Terms and Conditions will apply to your Savvy Booking. If you do not agree with these Booking Terms and Conditions, you must not use the Savvy Bookings Service to make a booking with our Savvy Partners.

General Information

Throughout these terms and conditions, we may refer to you as the customer, end user or you, by these references, we mean the user of the Savvy Bookings Services or the purchaser of any Partner Services.

We may refer to Its All Savvy as Savvy, Its All Savvy, we or us. By these references we mean the registered company Its All Savvy Ltd which is a company incorporated in Ireland under company number 691859, with registered office address:

**The Mill Enterprise Hub
Newtown Link Road
Greenhills
Drogheda
LOUTH
Ireland, A92 CD3D**

“Savvy Website” means the website Savvy Bookings.com, accessible through any web browser or through our mobile apps published on the Apple Store and Google Play Store.

What is Its All Savvy?

Its All Savvy provides the Savvy Bookings Service to allow customers (known as End Users) to book a variety of products or services with a wide range of third-party providers of goods and services in a range of industries world wide. The businesses who offer their goods and services for sale via Savvy Bookings are known in this document as Savvy Partners.

The Savvy Bookings Service outlined above refers to all available appointment booking services, including creating appointments, adjustment, rescheduling, and cancelling appointments. These are provided through the Savvy Bookings Website or Savvy Bookings Mobile app, or the Savvy Customers Mobile App or a partner Portal or via link from a Savvy Partners website (collectively known as The Savvy Bookings Service).



The Savvy Portal and Booking Engine that forms a part of the Savvy Bookings Service, means the web interface owned and provided by Its All Savvy Ltd, which a Partner may embed or link to via their own website and/or social media channels, and through which Customers may book online with the Partner directly.

For certain qualifying Partners, we also provide Savvy Payment Services. Savvy Payment Services allows customers to pay online, in person or in-app for Partner Services, and include all credit or debit card processing services, including refunding, reversing, and adjusting transactions via a secure and trusted third party payment processor.

The services listed within the Savvy Booking Services are provided by the Partners of Its All Savvy, and not by Its All Savvy Ltd itself. These Partners, and not Its All Savvy, are responsible for all aspects of delivery of these services, which includes responsibility for the quality and content and customer service related to the Partner Services, as well as any disputes regarding making bookings, timings, cancellation policies, refund policies, late arrival policies, and issues with the Partner's place of business, safety at work policies or staff members. If you are not able to resolve your issue with the partner directly and wish to contact Its All Savvy, email hello@itsallsavvy.com

When you make a Savvy Booking, you will need to attend the place of business of the partner in sufficient time for the service to be completed, if you arrive late this may lead to rescheduling or cancelling of the service and you will be liable to the terms and conditions and cancellations or no show policies of the Partner. The place of business and time of appointment will be indicated in the booking confirmation.

Relationship Between You, Us, and our Partners

The Savvy Booking Service (Bookings made via the Savvy Bookings Website or the Savvy Bookings app or via the Savvy Customers app or via the partner's Savvy online customer portal or via the partner's Savvy online booking engine) are operated by Its All Savvy.

With the Savvy Bookings Service you are able to book and pay for services (Partner Services) from a variety of providers (Partners). Those Partner Services are provided by our Partners and not by us. In the event you pay for Partner Services using the Savvy Payment Services, your payment will be received by us acting as commercial agent on behalf of the Partner. If we receive payment, our receipt of the correct payment will discharge your debt to that Partner.

All Partner Services available for purchase on the Savvy Bookings Service are offered by Its All Savvy on behalf of its Partners. That is, Its All Savvy is acting as a commercial agent and



therefore, we are not responsible or liable to you for the actual Partner Services that are booked through the Savvy Booking Services system.

We may amend these Booking Terms and Conditions from time to time. We would recommend whenever you make a booking through the Savvy Booking Service that you check these Booking Terms and Conditions to ensure you understand, and agree to the terms which will apply at that time.

Contracts

When you make a Savvy Booking, you will be able to select which Partner Services you would like to receive. Please check all details of your appointment and applicable partner terms and conditions before completing the booking.

When you book Partner Services, with the exception of Pay Cash In Store Bookings where no binding contract is formed, it will create two legal contracts:

- a contract between you and Its All Savvy (under which Its All Savvy has certain responsibilities to you in relation to the purchase or booking). That contract is made on the basis of these Booking Terms and Conditions; and
- a contract between you and the relevant Partner in respect of the provision or supply of the Partner Services which you book through the Savvy Booking Service (the "Partner Contract"). That contract may be subject to certain Terms and Conditions detailed and produced by the Partner themselves and those t's and c's will be disclosed to you by the partner as part of their new client onboarding process or at the time of your first appointment.

The Partner Contract will be formed when we send you a Booking Confirmation. Your Booking Confirmation is your receipt from Its All Savvy, and will be sent to the email/SMS that you supply on your Savvy Customer Account and that the Partner has stored for you on the Its All Savvy system. If you require a tax receipt, you need to contact the Partner directly.

The Booking Confirmation refers to a written confirmation that our partner provides to you via the Its All Savvy software regarding a Savvy Booking, either in email or SMS through the Savvy Bookings Website or Savvy Bookings or the Savvy Customers Mobile App (collectively known as the Savvy Bookings Service).

The content of the confirmation message whether via E-mail or SMS, is at the discretion of the Partner and Its All Savvy Ltd cannot be held responsible for missing or omitted information or failed delivery of the booking confirmation message. If you do not receive a booking confirmation after making a booking, please contact the Partner at the earliest opportunity.



If you wish to reschedule your appointment details (time/date) in whole or in part after you have received a Booking Confirmation, you may do so by contacting the relevant Partner directly. However, you may only reschedule your appointment provided that your appointment is not due to take place within a time frame (e.g. 24 or 48 hours) determined by the Partner. The interval between when you may reschedule your appointment and your scheduled appointment start time will be determined independently by each Partner, and disclosed to you at the time of making your Savvy Booking.

You should review and understand the cancellation policy before confirming your appointment on the Savvy Website or Savvy Widget. Please note that your ability to reschedule your appointment will be subject to the Partner's availability during the time you wish to reschedule.

Cancellation and No Show Policies

You may in certain circumstances have the right to cancel a Partner Contract and/or Savvy Contract (as applicable) with the terms set out in this document.

If you wish to cancel your Savvy Booking, you may do so by contacting your Partner directly. You may only cancel a Savvy Booking provided that your appointment is not due to take place within a time frame (e.g. 24 or 48 hours) determined by the Partner.

The interval between when you may cancel your appointment and your scheduled appointment start time will be determined independently by each Partner, and disclosed to you at the time of making your Savvy Booking as part of the Partners Terms & Conditions.

Certain Partners may choose to implement a Cancellation Policy, the terms of which will be disclosed to and confirmed by you at the time of making your Savvy Booking. If a Partner has such a Cancellation Policy, then Savvy may automatically charge your card an amount determined by the Partner, which may be up to the full amount (100%) of the value of the Savvy Booking.

If you cancel an appointment beyond the time indicated in the Partner's Cancellation Policy, you will not be entitled to any refund unless mutually agreed between you and the Partner directly.

Certain Partners may also choose to implement a No Show Policy. If you fail to turn up to a Partner's place of business at the time indicated on your Savvy Booking, a Partner may choose to exercise their No Show Policy, wherein Its All Savvy may automatically (through the Savvy Payment Services) charge your card a certain fee for a failing to show up to a Partner's place of



business at the time indicated on the Savvy Booking, which may be up to 100% of the value of the Savvy Booking.

No refunds will be given where a cancellation is attempted within the specified time period set within the cancellation policy of the Partner.

Partner Responsibilities

Its All Savvy Partners are under a legal duty to provide Partner Services that are in conformity with the relevant Partner Contract. All Partner Services shown on the Savvy Bookings Services are subject to availability. The images and/or descriptions of the Partner Services on the Savvy Bookings Services are for illustration only, and actual Partner Services may vary from those images and/or descriptions.

We require our Partners to ensure that all information provided by them for display on their page of the Savvy Bookings Service is accurate, complete and not misleading in any way.

Nonetheless, we cannot verify the information which Partners provide to us. It will be each Partner's responsibility to ensure that all of its Partner Services listed on the Savvy Bookings Service are available and accurately described.

If you are a Customer, you have legal rights in relation to services that are not performed with reasonable care and skill or are otherwise not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Booking Terms and Conditions will affect these legal rights. It is your (or the person receiving the Partner Services of your Savvy Booking) sole responsibility to communicate in advance any medical or health-related conditions and/or special needs to the Partner that might affect or be affected by any Partner Services (for example without limitation, allergy information and health issues). If you (or the relevant recipient of the Partner Services) fail to disclose any such information to the applicable Partner, neither Savvy nor the relevant Partner shall be liable to you (or the recipient of the Partner Services) for any injury, loss or damages resulting from the Partner Services that could reasonably have been avoided if you (or the recipient of the Partner Services) had disclosed that information prior to receiving the Partner Services.

Customer Responsibilities

By providing debit or credit card information through the Savvy Website to use the Savvy Payment Services, you represent, warrant, and covenant that:

- you are at least 18 years of age;
- you are legally authorized to provide such information to us;
- you are legally authorized to perform payments from the debit or credit card account(s); and



- such action does not violate the terms and conditions applicable to your use of such debit or credit card, or any other applicable law.

Additionally, when you authorize a payment using Savvy Payment Services, you further represent, warrant, and covenant that:

- the Partner Services associated with your purchase have been duly received; and
- there are sufficient funds or credit available to complete a payment using the debit or credit card account. Breach of any of the representations, warranties, and covenants in this document are grounds for denial of the Savvy Payment Services or any of the other Savvy Services.

For the avoidance of doubt, this does not exhaust the claims Its All Savvy may have for breach of the representations, warranties, and covenants described in this document.

Resolving Issues

We care about your experience and want to ensure we maintain the highest standards possible. If you have any feedback or would like to make a complaint about one of our Partners or their Partner Services, please speak to the Partner yourself to try and resolve the issue.

In the event that you are unable to reach a satisfactory recourse, then Its All Savvy will endeavor to resolve the issue with all parties involved. Please contact hello@itsallsavvy.com if you would like to report an issue to the Its All Savvy customer support team.

We take all complaints seriously, but we are not responsible to you for the partner service or services and are not obligated to provide you with a refund if dissatisfied with the partner service.

Denial of Access

Its All Savvy reserves the right to partially or fully block access to the Savvy Bookings Service in the event of any of the following:

- Repeated cancelled appointments, no shows, refunds, or chargebacks;
- You fail any credit or fraud prevention check provided by the Savvy Payment Services;
- Suspected fraud or money laundering by you or someone using your Savvy Customer Account;
- We suspect your account security has been compromised;
- You behave inappropriately, abusively, or offensively towards employees of Its All Savvy or employees of a Partner, whether on the phone, through email, through



communications within the Savvy Bookings Service, or in person at the place of business of a Partner;

- You breach other terms set forth in these Booking Terms and Conditions, including the Customer Representations and Warranties; or
- We believe, in our reasonable and sole discretion, that your actions are negatively affecting the quality of Savvy Booking Service.

Our Partners also maintain the right to impose their own restrictions on who may book their services. In particular, a Partner may choose to restrict your access to their Partner Savvy Bookings Service; prevent you from making a Savvy Booking with Partner Services that they offer; and otherwise restrict your ability to interact with that Partner on the Savvy Bookings Service. These restrictions are determined solely by the Partners, and we are unable to provide you with access to these Partner Services and would suggest you contact the Partner directly if you have further questions.

Its All Savvy is not required to disclose the reason for denial of access to any party.

Products, Services, Prices and Payments

Prices and any applicable delivery and/or processing charges will be as quoted on the Savvy Bookings Service.

The final price you pay connected with a Savvy Booking may be adjusted to reflect any additional goods or services requested or required by you or from the Partner at the time of receiving Partner Services, if that purchase is handled through the Savvy Payment Services. Those additional services may be requested by you or required by the partner to complete the booking, and may be discussed at the time of the appointment or during the service, or detailed in the partners own terms and conditions or contracts.

Additionally, the Savvy Partner may, at their sole discretion, issue a discount that would be reflected on the final tax invoice.

The Partner has full responsibility for accounting for indirect taxes on the total value of the Savvy Booking, plus any adjustments for additional goods or services sold or discounts applied, where applicable. Its All Savvy does not charge you taxes on Savvy Bookings, as the Partner Services are provided by the Partner, not by Its All Savvy. As a result, Its All Savvy cannot provide you with a tax invoice in respect of your Savvy Bookings, and tax invoices will need to be requested from and provided by the Partner.

Payment for all Partner Services must be made at the time of booking or on receiving the service in the currency stated on the Booking Confirmation. You may pay for Partner Services



you receive using the Savvy Payment Services, or directly with the Partner with cash or credit card. If you do choose to pay using the Savvy Payment Services, you may be subject to the terms and conditions, privacy policy, and other terms of use of our Payment Processors.

Where there is a time delay between booking and receiving the service, a zero value authorization will be taken at the time of booking and then full payment will be taken once the appointment has been delivered.

Any currency conversion costs or other charges incurred by you in making a payment will be borne by you in addition to the price due to us. Payments made through the Savvy Payment Services are processed by trusted payment processors. Its All Savvy takes reasonable care to ensure that the Savvy Payment Services are available and functioning at all times, but cannot guarantee continuous, uninterrupted or secure access to the Savvy Payment Services, nor can we guarantee that the facility is virus or error free.

Because the Savvy Payment Services rely on third parties, there are many factors beyond our control (such as delays in the banking system or in card networks), we cannot predict or guarantee the amount of time needed to complete the processing of your payment. Additionally, access to the Savvy Payment Services may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to provide reasonable notice of any scheduled interruptions to the Savvy Payment Services and will do what we can to restore the facility as soon as reasonably possible.

If you do elect to use the Savvy Payment Services, Its All Savvy will collect the payment in its capacity as the commercial agent of the relevant Partner. Once Its All Savvy has successfully received your payment for the Partner Services, this will discharge your debt to the Partner on whose behalf Its All Savvy has collected the payment, and the Partner will have no further claim to remuneration from you in connection with that Savvy Booking.

For certain Savvy Online Bookings, there may be an option for you to make a booking without making a payment at the time of booking. This means that you may make a Savvy Booking without using the Savvy Payment Services, and then pay the Partner directly for the value of the underlying Partner Services with cash, credit card, or another payment instrument acceptable to the Partner. This option will only appear if the Partner enables this option, and may not appear for some Partners.

Liability

Where we have been negligent and/or breached a contractual obligation to you, we will be liable for any loss or damage you suffer as a result, provided that loss and/or damage is foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our negligence or breach of



contract, or would have been considered by you and us to be a likely consequence of it at the time we entered into the Savvy Contract.

We do not accept any liability for the following types of loss, whether caused by breach of contract, a civil wrong that causes you to suffer loss or harm (including negligence) or otherwise, even if the loss is foreseeable: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; or waste of management or office time.

Indemnity

You agree to defend, indemnify and hold harmless Its All Savvy and its subsidiaries, agents, licensors, directors, managers, and other affiliated companies, and their staff members, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or related to:

- your use of and access to the Its All Savvy Services, including any data or content transmitted or received by you;
- your violation of any term of these Booking Terms and Conditions, including without limitation your breach of any of the representations and warranties above, or other representation or warranty;
- your violation of any applicable law, rule or regulation;
- personal information or any other information or content that is submitted via your Savvy Customer Account, including without limitation misleading, false or inaccurate information;
- negligent or willful misconduct; or
- any other party's access and use of the Savvy Services with your unique username, password or other appropriate security code.

Booking Terms and Conditions Revisions

We may amend these Booking Terms and Conditions occasionally, if there are

- changes to our business that reasonably mean we need to amend these Booking Terms and Conditions.
- changes to the way we accept payments from you
- changes to the relevant laws and/or regulatory requirements;

Every time you use the Savvy Booking Services, the Booking Terms and Conditions will apply to the Savvy Contract between you and us and the Partner Contract between you and the Partner. We would suggest that you check these at the time of booking.



All communications and notices from you must be sent to Savvy by email at hello@itsallsavvy.com

Severability. If any of these Booking Terms and Conditions are determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Where applicable, words in these Booking Terms and Conditions that are defined in the singular shall retain the same definition in the plural, and vice versa. Words in the masculine include the feminine, and vice versa. No regard for gender is intended by the language in these Booking Terms and Conditions.