

Terms and Conditions

1. Ownership

In compliance with Law 34/2002 on Services of the Information Society and Electronic Commerce (LSSICE), we inform that this site is owned and operated by a United Kingdom commercial company with registered office at Kemp House, 160 City Road, London, United Kingdom, EC1V 2NX
Email: mmbweb.uk@gmail.com

2. Acceptance

This website and the SMS location service called MobilyFind (hereinafter the Service) is available to any user, for their own consumption, and subject to the following terms and conditions: these Conditions of Use and Contract (hereinafter CUC), our Privacy Policy and Cookies Policy.

When you use the Service, you accept these CUC and the rest of the terms and conditions.

By doing so, you agree not to use this site for illegal purposes.

3. Description of the Service

Through the Service, MobilyFind allows locating the current position of a person who consents to be located. The Service allows you to send an SMS or an Email to the recipient to indicate that someone wants to know their location. If the recipient of the message expressly accepts, the geolocation of the recipient at that specific time is shared by the requestor.

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

The payment of the service does not guarantee that the person sought can be located, it only provides the means to achieve that end but in the event that the person is missing, with the stolen mobile, turned off or does not accept the link that we send in the SMS or E-mail, in the case of using this second option, we will not be able to get your GPS position.

4. External links

You may be sent from the Service to other websites through links.

However, MobilyFind does not control those sites or their content, which are in fact subject to their own terms and conditions. Therefore, MobilyFind is NOT responsible for the quality, veracity or accuracy of those sites.

5. Age

Regarding the use of the Service, you declare that you are of legal age and that you have the necessary legal capacity to be bound by this agreement

and to use it in accordance with its terms and conditions, which you fully understand and acknowledge.

You declare that all the information you provide to access the Service, before and during its use, is true, complete and accurate.

6. Intellectual and industrial property

The content and information of the Service (among other data, text, sound, image or computer code), as well as the infrastructure used to provide such content and information, is owned by MobilyFind or has the corresponding authorizations for its use. .

Furthermore, the modification, reproduction, duplication, copying, distribution, sale, resale and other forms of exploitation for commercial or equivalent purposes of the Service are prohibited.

For any other use of the content of the Service you need our prior written consent.

7. User Content

You can contribute to the Service by sending us messages to our email address or through the contact form (hereinafter "Content").

We may use your Content in different ways, such as: displaying it on the website, reformatting it, translating it into other languages, editing it for clarity, correcting errors, promoting or distributing it.

Therefore, by submitting Content to us, you grant MobilyFind a license for worldwide use, non-exclusive, free, until the withdrawal of the content, transferable and sublicensable on that Content.

That means that the content is still yours, but thanks to that license of use, you can: a) use, reproduce, modify, adapt, translate, distribute and publish the Content, create derivative works from it, display it and exhibit it around the world, by any known means and for any legitimate purpose; and b) use the name you submit in connection with that Content.

However, MobilyFind reserves the right not to publish content or information that is false, illegal, misleading or contrary to the rights of third parties.

8. Price and taxes

The prices of the plans offered in MobilyFind are indicated in euros (€), GBP or USD and include the value added tax (VAT) applicable to these services in United Kingdom.

In the event that the client's place of residence or domicile is another member state of the European Union or a third state, the price of the plan may be modified if the applicable tax rate is different.

9. Payment methods

The payment of the contracted Service can be made:

- By credit or debit card VISA or MasterCard, charging the amount at the time of purchase of the products.

In this sense, MobilyFind informs the holders of credit and debit cards that it is responsible for transactions in the online store. They are carried out on a secure page, using SSL technology to guarantee the security of data transmission.

10. Validity of offers

The Service offered, and the prices of its possible plans or modalities, will be available for purchase as long as they are accessible through this website.

In any case, MobilyFind reserves the right to make the modifications it deems appropriate in the Service, being able to update products and services depending on the market.

In relation to the prices that appear on the web, MobilyFind reserves the right to change them without prior notice.

We inform you that despite the updates that are made to the prices of the Service, they could contain errors. We will promptly correct any errors that appear, but they will not be binding on the Service.

11. Guarantees

All the rights that the laws in force guarantee you as a consumer and user are guaranteed.

In any case, although MobilyFind will make all reasonable commercial efforts to provide the Service, you understand that: a) the of the user requires the express consent of the recipient and; b) that even with your consent, the state of technology does not guarantee that your location will always be obtained or that it can be done with sufficient precision.

In any case, and to the extent permitted by law, MobilyFind reserves the right to reject, suspend or cancel the provision of the Service at its sole discretion.

12. Responsibility

By using the Service you confirm that: a) you have obtained the telephone number that you intend to locate in a lawful way and with the prior consent of its owner and; b) that you do not intend to use the Service for any illicit purpose.

On the other hand, to the extent permitted by applicable law, MobilyFind will not be responsible for the eventual loss of data or programs derived from the use of the Service.

13. Security

On the other hand, MobilyFind guarantees the security of the Service in accordance with current technological knowledge.

However, MobilyFind cannot guarantee the total security of the Service, although it undertakes to correct and implement the appropriate corrective measures to correct a possible security breach as soon as possible.

The user undertakes to notify the Service, immediately and via email to of any loss of information, unauthorized access or use by third parties or any situation that could lead to the impersonation of the identity of Other users.

MobilyFind will not be responsible for the damage that may arise from the use of the Service if it is caused by unforeseeable technical problems or, being foreseeable, are inevitable. In the same way, MobilyFind will not be responsible when the faulty action of the user, whether sender or receiver of the message, causes the damage.

14. Subscription and refund

You access the service using a 72-hour trial for €/\$/USD :0.99 and after that period of time, if you do not cancel the account, your subscription to the service will become monthly for an amount of €/\$/USD : 39.99 and will automatically renew for the same period of time until completion. Unless you cancel your subscription, you authorize us to charge the corresponding monthly subscription fee to your payment method.

You can cancel your subscription to the Service whenever you want, there are no stays, and you will continue to have access to it 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.

If you contract the Service, you will be contracting the supply of digital content not provided in material support.

Therefore, and from the moment in which the content has begun to be executed, immediately after making the first payment, you accept and understand that the right of withdrawal as established in art. 103 m) of the General Law for the Defense of Consumers and Users, text approved by Royal Legislative Decree 1/2007, of November 16.

To cancel the Service, access your profile or contact us at:

mmbweb.uk@gmail.com

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

15. Withdrawal

If you contract the Service, you will be contracting the supply of digital content not provided in material support.

Therefore, and from the moment in which the content has begun to be executed, you accept and understand that the right of withdrawal as established in art. 103 m) of the General Law for the Defense of Consumers

and Users, text approved by Royal Legislative Decree 1/2007, of November 16.

16. Modifications and invalidity

We may update the terms and conditions of the Service in the future, as well as the features and functions of the Service itself.

We will inform you about the changes in terms and conditions by placing a notice in a prominent place on our website and / or by email.

If any clause included in our terms and conditions is declared, totally or partially, null or ineffective, it will only affect said provision or the part of it that is null or ineffective. Our terms and conditions will subsist in everything else, having such provision, or the part of it that is affected, by not placing it.

17. Claims and actions derived from the contract

This service is governed by United Kingdom law.

In order to simplify the resolution of claims through civil channels and reduce costs, we do not exclude the possibility of submitting to an Equity Arbitration of the Court of Arbitration of the Chambers of Commerce and Industry.

In this sense, and according to the applicable regulations, MobilyFind informs of the existence of a European platform for the resolution of online disputes that facilitates the out-of-court resolution of such disputes for contracts also concluded online between consumers and Internet service providers. This platform can be accessed through the following website: <http://ec.europa.eu/odr>

18. Contact

For any clarification, incident or claim, you can contact us through:

E-mail: mmbweb.uk@gmail.com

Direction: MMB WEB LTD, Kemp House, 160 City Road, London, United Kingdom, EC1V 2NX