

# HEALTHKIN TERMS OF SERVICE

## 1. Definitions

For the purposes of these Terms of Service, the following terms shall have the meanings set out below:

- 1.1. **App** – our HealthKin app, available in a mobile or web version, enabling the storage and organization of medical documentation;
- 1.2. **Service Provider / Us / We** – Bambly spółka z ograniczoną odpowiedzialnością with registered office in Wrocław (50-266), address: ul. Wyspa Słodowa 7, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS No.: 0000908263, NIP: 8652576894, REGON: 389275646, share capital: PLN 5,000;
- 1.3. **User / You** – a natural person who uses the App under these Terms of Service;
- 1.4. **Account** – an individual User profile in the App that enables the use of its functionalities;
- 1.5. **Medical Data** – special category personal data within the meaning of Article 9 GDPR, including information about health status, medical records, test results, prescriptions, discharge summaries,
- 1.6. **HealthKin AI** – an artificial intelligence-based module that analyzes the content of uploaded documents and generates summaries or informational answers;
- 1.7. **Subscription** – a set of rules regarding our provision of services to the User, including in particular the price, the duration of the billing period, and detailed service conditions. Subscription Terms are standardized service details published on our website or within the App;
- 1.8. **Terms of Service** – this document setting out the rules for using the App.

## 2. Introduction

- 2.1. These Terms of Service set forth the rules for using the HealthKin App and the services provided through it by the Service Provider.
- 2.2. Use of the App requires creating a User Account, and creating an Account requires acceptance of these Terms of Service, the privacy policy, and providing an email address.
- 2.3. Acceptance of the Terms of Service and the privacy policy takes place at the moment of creating the Account by ticking the “I accept” checkbox (or another equivalent checkbox displayed together with a link to the documents). Upon acceptance, these Terms of Service become a legally binding agreement concluded between the User and the Service Provider, governing the use of the App.
- 2.4. The App may be used independently by individuals aged 16 or over. Regardless of this, a parent or legal guardian may create an account within the App for a person

under 16 years of age – in such a case, the parent or legal guardian also consents to the processing of the personal data of the person under 16 years of age.

- 2.5. Creating an Account is free of charge. Using certain services or functionalities of the App may require purchasing a Subscription, in accordance with point 6 of these Terms of Service.

### **3. Services within the App**

- 3.1. The App is intended to organize and store Medical Data entered by the User and is not a diagnostic tool or a medical decision support system.
- 3.2. Any decisions regarding health, in particular decisions concerning diagnosis, treatment, taking medicines, changing therapy, or undertaking medical actions, should each time be made only after consulting a doctor.
- 3.3. The App does not provide medical services, does not diagnose, does not treat, and does not replace medical advice.
- 3.4. The App enables:
  - 3.4.1. storing the User's medical documentation, the documentation of their family members and pets,
  - 3.4.2. organizing data in the form of a timeline,
  - 3.4.3. automatic creation of document summaries,
  - 3.4.4. searching for information within documents,
  - 3.4.5. asking questions regarding the content of documents.
- 3.5. Any information generated by AI is informational, organizational, and auxiliary in nature.
- 3.6. We enable use of the App on a continuous basis, 24 hours a day, 7 days a week. However, we may need to disable the services for a certain period to perform software updates, fix errors, or carry out other works.
- 3.7. Point 3.6. of these Terms of Service must not be construed as our obligation to ensure a specific minimum level of availability.
- 3.8. Information about a temporary suspension of the service will be provided 3 days in advance to the User's email address provided during registration, or displayed directly within the area where you manage services.
- 3.9. In the case of urgent technical works, failures, or other situations requiring immediate action, temporary suspension may occur without prior notice to the User.
- 3.10. The use of individual services is possible via a device owned by you. Additionally, our services may be linked with server or cloud solutions controlled by you. Responsibility for ensuring an appropriate level of security of such devices or services lies with you.
- 3.11. Using the Internet may involve various risks. Not all Internet users have good intentions. Some may attempt to exploit negligence or trust to commit crimes or harm others. Therefore, we inform you about online security threats such as cybercriminal activity, attempts to obtain data or payment instruments fraudulently, viruses, and other malicious software. At the same time, we recommend taking the following actions to increase IT security:

- 3.11.1. securing access to your device with a password or PIN,
  - 3.11.2. keeping your operating system up to date,
  - 3.11.3. verifying whether you are providing your personal data, logins or passwords on the correct website, in particular by verifying the correctness of the URL and checking whether the connection to the given website is encrypted,
  - 3.11.4. not sharing your Account access password with anyone.
- 3.12. We also warn you against sharing your device with third parties in order to enable them to use services within your Account.

#### **4. User Account**

- 4.1. To use the App, the User must create an Account.
- 4.2. The User may create an Account and use the App only if they are at least 18 years old and have full legal capacity.
- 4.3. The User undertakes to:
  - 4.3.1. provide true data,
  - 4.3.2. secure login credentials,
  - 4.3.3. not share the Account with third parties.
- 4.4. The User is responsible for actions performed using their Account.
- 4.5. To use the App, the User must create an Account by providing the required data and establishing login credentials. You may also log in to the App using you Google account.
- 4.6. The User undertakes to:
  - 4.6.1. provide data that is true, up to date, and not misleading,
  - 4.6.2. keep login credentials confidential and not disclose them to third parties,
  - 4.6.3. use the App in accordance with these Terms of Service, applicable laws, and its intended purpose.
- 4.7. The Account is individual and assigned to one User.
- 4.8. The User is not entitled to share the Account with third parties or to use another User's Account.
- 4.9. The User is responsible for all activities carried out using their Account, including data and content entered, unless the User proves that unauthorized access occurred despite exercising due care.
- 4.10. If unauthorized access to the Account is suspected, the User must immediately inform the Service Provider and take steps to secure the Account, in particular by changing the password.
- 4.11. The User may delete the Account at any time.
- 4.12. Deletion of the Account results in termination of the provision of services, subject to the data processing rules set out in the privacy policy.

#### **5. Medical Data and AI**

- 5.1. The User independently decides whether and what Medical Data they enter into the App – it may relate to the User, family members, children, or pets. Entering, storing

and viewing Medical Data in the App takes place solely on the basis of the User's separate, explicit consent referred to in Article 9(2)(a) GDPR.

- 5.2. Within the App, the User may use the HealthKin AI module if they give separate consent to the processing of Medical Data using AI, pursuant to Article 9(2)(a) GDPR.
- 5.3. The HealthKin AI module:
  - 5.3.1. analyzes only data entered by the User,
  - 5.3.2. has no access to external medical databases,
  - 5.3.3. does not make decisions concerning the User based on automated processing within the meaning of Article 22 GDPR, in particular producing legal effects or similarly significantly affecting the User,
  - 5.3.4. does not diagnose, does not treat, and does not recommend therapy, medicines or other forms of treatment.

## 6. Payments

- 6.1. Use of certain services within the App may require you to pay remuneration to us, in accordance with the terms of the Subscription you choose. Detailed information regarding:
  - 6.1.1. which services are provided in exchange for remuneration and which are available free of charge,
  - 6.1.2. the conditions for providing services under particular Subscriptions, including the amount of remuneration, the length of the billing period covered by a given Subscription, and the scope of services included within a given Subscription, is described on our website and in the App.
- 6.2. We collect remuneration in advance, before the start of the period of using the services to which the remuneration relates.
- 6.3. Due to changes in market conditions, we have the right to change the amount of remuneration for the provision of services. Such change does not affect the remuneration for services you have already purchased, but only for those you purchase in the future.
- 6.4. We offer the possibility to pay for services using one of the following methods:
  - 6.4.1. bank transfer to our bank account, details of which we will provide after you place an order,
  - 6.4.2. via a payment service provided by an external provider enabling payment by various methods (e.g., debit card) – in such case, payment is made directly during the ordering process.
- 6.5. Immediately after remuneration is credited to our account, we begin providing the paid service to you. This moment is considered the beginning of the billing period.
- 6.6. For certain services, we may enable automatic renewal of the billing period. In such case, before the end of the service period under the Subscription, we will automatically attempt to collect the remuneration. If the attempt is successful, the duration of your Subscription will be extended for the next period. Automatic collection is used only on the basis of your consent. Please remember that giving

such consent authorizes us to collect funds using the debit card you provided until you withdraw your consent. If, despite our attempt to collect remuneration, it fails, you are obliged to pay the remuneration yourself if you want to extend the duration of your Subscription.

- 6.7. During payment, you may be asked to provide additional data necessary to issue an invoice, especially if the required information was not provided earlier during registration.
- 6.8. We send you the invoice immediately after receiving payment. The invoice is sent to your email address provided within the App – by accepting these Terms of Service, you agree to this solution.
- 6.9. If you pay by debit card, you must provide accurate debit card details necessary to complete the transaction. Remember that you may use only a debit card that you are authorized to use.
- 6.10. Services associated with a Subscription are provided by us for a pre-determined billing period, which is one of the Subscription Terms. Before the expiry date of a given service, we will inform you about the upcoming expiry and provide all necessary information required to extend the billing period, including information about the remuneration and payment details. In such case, if you still want to use the services within the current scope, you should pay the relevant remuneration to us.
- 6.11. In the event of a delay in payment or non-payment by you for ordered services, we have the right to suspend the provision of services for which you have not paid. Provision of services will be resumed after all overdue fees due to us have been paid.
- 6.12. If the User does not pay the remuneration for the next billing period, after the lapse of the period for which the service was purchased pursuant to this section and the selected Subscription, the Service Provider states that the provision of services related to the active Subscription may be terminated without additional notice.
- 6.13. If you do not pay for renewal of the Subscription for the next billing period, your data and information stored in the Infrastructure will still be stored. If, within 14 days from the expiry of the Subscription, you repurchase the service, we will reactivate your service and restore access to your data. Similarly, you will have access to your data stored within the service if the service is covered by the possibility of using it as a free service.
- 6.14. If you do not purchase the renewal of the service for the next billing period within 14 days, or you do not have the possibility to use a given service free of charge, after the indicated period we have the right to delete data stored within the App that is linked to expired services. This also applies to User Accounts. This process is irreversible.
- 6.15. The moment of payment of remuneration to us is the moment when the remuneration is credited to our bank account.

## **7. Prohibited activities**

- 7.1. You may not:

- 7.1.1. use the App to post, store or send content that violates criminal law provisions. This means, for example, that you may not use the services to organize trafficking in drugs or other illegal substances, commit fraud, launder money, finance terrorism, possess or disseminate child pornography, traffic in human beings, or participate in organized criminal groups;
- 7.1.2. use the App to infringe personal rights of other persons, defame or insult them – for example, you may not offend them, damage their reputation, or take actions intended to discredit a given person in the eyes of others. This also applies to companies and non-governmental organizations. You may also not disseminate photos or images of persons in a manner that may humiliate them – e.g., disseminate nude photos of persons who did not consent. This also covers situations where such an image is produced or generated and does not depict a real person, but significantly resembles them;
- 7.1.3. use the App in a manner that infringes copyright or other intellectual property rights – for example, you may not use it to distribute audio, visual or graphic works without the author’s or the rights holder’s permission. Additionally, you may not store and distribute within the Services software for which you do not have copyright or an appropriate license;
- 7.1.4. interfere with the operation of the Services or Infrastructure in order to modify or disrupt them or to copy elements of the source code, unless such possibility results from specific license provisions, including those concerning Software;
- 7.1.5. use the App to create or distribute hate speech materials, in particular inciting hatred towards specific persons or groups due to their origin, nationality, skin color, sexual orientation, religion, political or social views;
- 7.1.6. use the App to send spam or other unsolicited marketing information, or to send messages using automated algorithms and bots;
- 7.1.7. use the App to send, create or perform operations using malicious software, including in particular ransomware, spyware or other computer viruses;
- 7.1.8. use the App to violate other provisions of law.
- 7.2. If we obtain information that you carry out activities described in point 7.1 of this Terms of Service, we may, without additional warnings or calls to comply with the Terms of Service:
  - 7.2.1. remove from the App the data you posted,
  - 7.2.2. block your access to the App for a certain period, from 1 month to 2 years, or permanently,
  - 7.2.3. delete your Account within the App.
- 7.3. We do not independently monitor or verify what you do within the App. We may receive information about actions resulting in a breach of point 7.1 of these Terms of Service:
  - 7.3.1. from authorized law enforcement authorities, such as the police, a court, or a prosecutor’s office,
  - 7.3.2. from other persons,
  - 7.3.3. from publicly available sources,

- 7.3.4. directly from you.
- 7.4. We assess each report of a breach of point 7.1 individually. This is handled by our employees who carefully verify the information collected and assess how we should respond. We take such information seriously and review it promptly, in accordance with the procedures described in this document. However, we do not use any automated algorithms or bots that would support us in making decisions or make decisions for us.
- 7.5. When verifying whether a given action violates point 7.1 of these Terms of Service, we take into account:
  - 7.5.1. the existence of grounds making it plausible that the alleged unlawful activity occurred,
  - 7.5.2. the content of legal provisions and Terms of Service provisions that may have been violated,
  - 7.5.3. whether the actions made plausible are contrary to such provisions,
  - 7.5.4. which measures referred to in point 7.3 of these Terms of Service are appropriate, considering the nature of the violation.
- 7.6. We also indicate that if we receive requests from law enforcement authorities such as the police, a prosecutor's office, or a court, we are obliged to comply with them, regardless of whether in our assessment a violation of law occurred or not. In such case, we undertake the requested actions insofar as they are consistent with the regulations governing such authority and are technically feasible.
- 7.7. After we decide to remove data, delete an Account, or block access, we will inform you about:
  - 7.7.1. the specific decision we made and the measure applied (i.e., removal of content/Account or blocking access to the Account),
  - 7.7.2. the facts and circumstances we considered and where we obtained them,
  - 7.7.3. the legal basis for our decision – in particular indicating the provisions of law or the Terms of Service that were violated, together with an explanation why we consider the actions inconsistent with them,
  - 7.7.4. how you may appeal our decision.
- 7.8. We will provide information about our decision electronically by sending a message to the email address you provided within your Account.
- 7.9. Within 30 days from the date you receive information about our decision, you have the right to appeal. In the appeal you may present arguments and evidence supporting them. After receiving the appeal, we will reconsider the case and inform you of our decision. We consider appeals promptly, within a few days from receipt.
- 7.10. If we find that there are no grounds to take any actions due to a breach of law or the Terms of Service (i.e., we do not remove data/Accounts and do not block access), we do not have to inform the User. We provide such information only to a person who reported the violation (if applicable).
- 7.11. Regardless of the above, we inform you that if we obtain knowledge that, in connection with the use of the Services, a crime may have been committed, is being committed, or may be committed, especially one resulting in a threat to life or safety,

we are obliged to inform law enforcement authorities. This does not exclude the possibility of carrying out the procedure described above.

## **8. Reporting prohibited activities**

- 8.1. Any person (not only a User) may report to us that our Services are being used by a User in a manner violating point 7.1 of these Terms of Service – i.e., notify us that a User does not comply with the limitations under these Terms of Service and carries out prohibited activities within the App.
- 8.2. The report referred to above may be submitted by email sent to: [hello@healthkin.io](mailto:hello@healthkin.io).
- 8.3. The report must include the following information:
  - 8.3.1. which User is violating the Terms of Service or in what place within the Services (e.g., a specific element of the Infrastructure or a specific part of the service) the violation occurred,
  - 8.3.2. why the reporting person considers the activity a violation,
  - 8.3.3. circumstances making the violation plausible, in particular evidence confirming the facts indicated in the report,
  - 8.3.4. the reporting person's first name, last name, and email address,
  - 8.3.5. a statement by the reporting person confirming they are convinced that the information and allegations included in the report are correct and complete.
- 8.4. Immediately after receiving the report, we confirm its receipt by sending a message to the reporting person's email address.
- 8.5. We review reports without delay, within a few days from receipt. However, we reserve that sometimes we need additional information to verify the report – in such case, we may extend the review time to several days more (up to a dozen days).
- 8.6. If the information included in the report is incomplete or insufficient for us to make a reliable decision, we may request that the reporting person provides additional information or supplements the report.
- 8.7. We review reports objectively and non-arbitrarily, exercising due care.
- 8.8. After reviewing the report, we make a decision in which we may find that:
  - 8.8.1. the report is unfounded or cannot be confirmed – in such case, we take no further actions aimed at deleting the Account or content or blocking access to them,
  - 8.8.2. the report is justified – in such case, we take a decision concerning deletion of the Account or content or blocking access to them, in accordance with Section 7.3 of these Terms of Service.
- 8.9. We inform the reporting person about the decision made, promptly after it is taken. Additionally, if our decision leads to deletion of an Account or content or blocking access to them, we inform the User accordingly, in accordance with Section 7 of these Terms of Service.
- 8.10. If the reporting person disagrees with our decision, they have the right to appeal within 30 days. The reporting person may present arguments and evidence supporting them. After receiving the appeal, we will reconsider the report and

inform the reporting person of our decision. We consider appeals promptly, within a few days from receipt.

## 9. Liability

- 9.1. As a User, you are responsible for your actions and omissions that are not in accordance with these Terms of Service or generally applicable law. You may also be responsible for the content you store within the App.
- 9.2. If, as a User, you post, send or store within the App any information, data or files protected by copyright, you must have the right to use such material and store it within the App.
- 9.3. The User undertakes to:
  - 9.3.1. not post unlawful content in the App, in accordance with point 7 of these Terms of Service,
  - 9.3.2. not undertake actions that compromise the security of the App,
  - 9.3.3. not use the App contrary to its intended purpose.
- 9.4. The Service Provider shall not be liable for:
  - 9.4.1. health decisions made based on data stored by the User within from App,
  - 9.4.2. errors resulting from incomplete or incorrect data, in particular provided during the registration of the Account,
  - 9.4.3. technical interruptions,
  - 9.4.4. any service that is not part of the Subscription chosen by the User,
  - 9.4.5. any activities or services described in these Terms of Service that are performed by entities other than our employees, associates and authorized subcontractors, which means we are not responsible for any act or omission of the User or third parties related to the use of the App,
  - 9.4.6. any improper performance of obligations described in these Terms of Service or any improper provision of services if it results from force majeure, a failure on the side of our service provider, or a DDoS attack.
- 9.5. We are liable only for actual damages caused by our actions or omissions related to providing services to the User. Our liability for any other damages, including lost profits, is excluded.
- 9.6. Our total liability for any damages suffered by the User in a given calendar year is limited to the value of the remuneration received from the User in connection with the provision of services in that calendar year.
- 9.7. Force majeure means an event that could not have been foreseen with due diligence required in commercial relations, does not result from our actions or omissions, and which we are unable to prevent even if we acted with due diligence. In particular, we are not liable for the consequences of: a general strike, armed conflict in a given country, port blockades or other commonly used entry/exit points, earthquakes, floods, epidemics, and other events related to forces of nature.
- 9.8. Except where we have been informed that content stored within the App violates the law or these Terms of Service and, after analysis, we decide not to remove it or block access to it, we are not liable for content posted by Users within the App.

- 9.9. Provisions on exclusion or limitation of our liability do not apply to you if you are:
- 9.9.1. **a consumer**, i.e., a natural person using the App for personal or household purposes not related to business or professional activity,
  - 9.9.2. **an individual entrepreneur**, i.e., a natural person concluding an agreement directly related to their business activity, if it follows from the content of such agreement that it is not of a professional nature for them, resulting in particular from the subject matter of their business activity disclosed under the provisions on the Central Registration and Information on Business (CEIDG), to the extent that the law excludes such limitations. In such case, general liability rules under law apply.
- 9.10. If the User breaches any provision of these Terms of Service, the User shall indemnify and hold harmless the Service Provider and its agents, managers, members and employees from and against any damages, losses, costs (including court and legal fees), expenses and claims incurred or covered by the Service Provider as a result of any breach of these Terms of Service.

## 10. Intellectual property

- 10.1. All rights, including intellectual property rights, to the software necessary to provide the services are the property of the Service Provider.
- 10.2. Our website, the App, and all visual and software elements launched for the purpose of using the services, as well as their individual components, constitute works protected by copyright law.
- 10.3. All rights, including intellectual property rights, to the website and the App, including graphics, descriptions, photos, commercial materials and marketing content, content and source code of the website and the App, belong to the Service Provider. The User is not entitled to distribute or copy our website or the App and other indicated elements or content posted within our website or the App, unless such right arises directly from legal provisions.
- 10.4. For the purpose of providing services, the Service Provider may use various open source libraries, programs and frameworks. The Service Provider uses such elements in accordance with license terms and informs about the use of such elements where required.
- 10.5. All ownership rights related to the software used to provide services and all rights connected with them remain the property of the Service Provider.
- 10.6. The User retains rights to the data they enter into the App.
- 10.7. Upon acceptance of these Terms of Service, we grant you a non-exclusive, worldwide license allowing you to use the App in accordance with these Terms of Service in the following fields of exploitation:
  - 10.7.1. installing the App on devices owned by you or under your control,
  - 10.7.2. running, displaying and using the App to store, organize, view and analyze your own medical documentation and the documentation of family members or pets, in line with the App's purpose,

- 10.7.3. entering, saving, viewing, organizing, copying and deleting data and documents within the App functionalities,
- 10.7.4. using the HealthKin AI module within informational and organizational functions, in accordance with these Terms of Service,
- 10.7.5. making backup copies of data stored in the App and creating printouts of documents for your own use.
- 10.8. You are obliged to use the App and all materials and rights related to the services in accordance with these Terms of Service.
- 10.9. Please remember that you are not entitled to provide the services to third parties for remuneration or enable third parties to use the App, in particular by acting as an agent, sublicensor, intermediary or separate service provider, without the Service Provider's prior consent.

## **11. Consumer rights**

- 11.1. If you are a consumer or an individual entrepreneur, you may withdraw from the service agreement within 14 days from registering an Account in the App and accepting these Terms of Service. Your withdrawal statement may be sent by email to: [hello@healthkin.io](mailto:hello@healthkin.io) or by sending a statement to: ul. Wyspa Słodowa 7, 50-266 Wrocław, Poland.
- 11.2. As a consumer or an individual entrepreneur, you may delete your User Account directly within the App, which is equivalent to withdrawing from the service agreement.
- 11.3. Withdrawal from the agreement results in a refund of any payments made before the expiry of the above 14-day period.
- 11.4. You have the right to report non-conformity of the provided service with the agreement, in particular if you believe that:
  - 11.4.1. the services are not in accordance with their description or do not correspond to our advertising communications,
  - 11.4.2. the services are provided with insufficient quality or in an incorrect quantity or do not have functionalities they should have,
  - 11.4.3. the services are not interoperable with other software or services with which they should be interoperable,
  - 11.4.4. the services lack updates or technical support,
  - 11.4.5. the services are not fit for the purpose for which they were created, taking into account applicable standards and good practices,
  - 11.4.6. the services are not available to the extent required by market standards,
  - 11.4.7. the services do not ensure an appropriate level of security, taking into account the nature of the service.
- 11.5. If the services are found to be non-conforming, you may request that we bring the services into conformity with the agreement.
- 11.6. If we do not comply with your request referred to in Section 11.5 of these Terms of Service, you have the right to submit a statement of withdrawal from the agreement or a price reduction.

## **12. Complaints**

- 12.1. If you are not satisfied with how we provide our services, you have the right to submit a complaint.
- 12.2. A complaint may be submitted via:
  - 12.2.1. email, by sending a message to: [hello@healthkin.io](mailto:hello@healthkin.io),
  - 12.2.2. letter sent to our address: ul. Wyspa Słodowa 7, 50-266 Wrocław.
- 12.3. The complaint should include:
  - 12.3.1. your first and last name and email address,
  - 12.3.2. description of the complaint,
  - 12.3.3. indication of your demands/claims.
- 12.4. Before considering the complaint, we may ask you to provide additional information if the information you have provided so far requires clarification in order to properly consider the complaint.
- 12.5. We will respond to the complaint within 14 days from the date of its receipt.
- 12.6. The response to the complaint will be provided to you electronically, to your email address.

## **13. Personal data protection**

- 13.1. We are the controller of the User's personal data, including in particular data provided in the App during the registration process.
- 13.2. We process Users' personal data in accordance with the detailed provisions set out in the Privacy Policy, available on the website ([www.healthkin.io](http://www.healthkin.io)) and in the App.
- 13.3. We have implemented and maintain appropriate technical and organizational safeguards related to the protection of personal data.

## **14. Final provisions**

- 14.1. In matters not regulated in these Terms of Service, the relevant provisions of Polish law shall apply exclusively. Any disputes arising out of or in connection with the performance of the Services shall be settled by the Polish courts. The competent court shall be the court having jurisdiction over the registered office of the Service Provider; however, this provision does not limit the right of consumers residing in the European Union to choose a court in accordance with the applicable law.
- 14.2. The Service Provider is entitled to amend these Terms of Service in the event of the occurrence of at least one of the following important reasons:
  - 14.2.1. a change in the provisions of law regulating the business activity conducted by the Service Provider or affecting the mutual rights and obligations of the parties to the agreement;
  - 14.2.2. the necessity to adapt these Terms of Service to rulings, decisions, recommendations, or guidelines issued by courts or authorized public administration bodies;

- 14.2.3. a change in the manner of providing services resulting from technical or technological reasons (in particular, updates to hardware or software requirements);
  - 14.2.4. the introduction of new, or the expansion or modification of existing functionalities of the App;
  - 14.2.5. a change in the Service Provider's data (e.g., change of the business name, registered office address, tax identification numbers/registration numbers).
- 14.3. You will be notified of any amendment to these Terms of Service at least 14 days in advance via email or an in-App message. Within 14 days of receiving the notification about the amendment, you have the right to terminate the agreement with immediate effect if you do not accept the new terms. Failure to submit a statement of termination within the specified period shall be deemed as consent to the amended text of these Terms of Service.
- 14.4. If any provision or part of a provision of these Terms of Service proves or becomes invalid, ineffective or cannot be performed, the remaining provisions shall remain unaffected. Invalid/ineffective/non-performable provisions should be replaced by provisions closest in purpose and meaning to the invalid/ineffective/non-performable ones.
- 14.5. These Terms of Service shall apply from 1.03.2026.