

# MINDGRAM GENERAL TERMS AND CONDITIONS (“T&Cs”)

## § 1. DEFINITIONS

1. All definitions and phrasing used below shall apply to the Mindgram General Terms and Conditions, the Order, as well as any other actions related to the execution of the Agreement by the Parties:
  - a. **Personal Information** – any information about an identified or identifiable natural person, whereby an identifiable natural person can be identified, directly or indirectly, in particular by means of an identifier such as a given name or surname, identification number, location data, online identifier, or one or more factors specific to the natural person’s physical, psychological, genetic, mental, economic, cultural, or social identity;
  - b. **Service Start Date** – the date Mindgram commences providing the Services indicated in the Order;
  - c. **Working Days** – the days of the week from Monday to Friday, excluding public holidays in accordance with the laws of the Republic of Poland;
  - d. **User Account** – an individual account of a Mindgram Platform User created for the Ordering Party’s employees or collaborators, allowing them to use the Mindgram Platform available after successful registration, and upon logging into the Platform – after providing previously individual login and password;
  - e. **User Family Member** – one person designated by the User, either their partner or from among their relatives, to whom the User has provided a link enabling the creation of a User Family Member Account on the Platform;
  - f. **User Family Member Account** – an individual account of a Mindgram Platform User Family Member allowing to use the Mindgram Platform available after successful registration, and upon logging into the Platform – after providing previously individual login and password;
  - g. **Privacy Policy** – Privacy Policy of Mindgram that specifies the rules for saving and accessing data on Users’ or User Family Member’s devices using the Mindgram Platform for the purpose of providing Services by Mindgram as administrator of these data as well as the rules for collecting and processing Users’ and User Family Member’s personal data that have been provided by them personally and voluntarily through the tools available on the website, available on the website <https://mindgram.com/en/privacy-policy/>.
  - h. **Mindgram Platform or the Platform** – the Mindgram platform, through which Mindgram provides Services available through the Website or the Application ;
  - i. **Website** – website through which Mindgram enables the use of the Platform, i.e. app.mindgram.com;
  - j. **Application** – Mindgram mobile application through which it is possible to use the Mindgram Platform on mobile devices;
  - k. **Application Provider** – an external provider that allows you to download and use the Application – Google Play (Google LLC based in Delaware, Google Ireland Limited based in Dublin, Google Commerce Limited based in Dublin, Google Asia Pacific based in Singapore) or Apple Store (Apple Inc., One Apple Park Way, Cupertino, CA 95014, USA), depending on through which of the above-mentioned providers the person concerned intends to download the Application);
  - l. **Account Pool** – the number of User Accounts created for the Ordering Party in connection with the execution of the Agreement. User Family Member Accounts shall not be included in the number in question;
  - m. **Technical Interruption** – a break in access to the Platform resulting from the need to perform maintenance work or upgrades, making it difficult or impossible to use the Services;
  - n. **Terms of the Platform** – terms and conditions of the Mindgram Platform that define the rules and regulations governing the use of Mindgram services by Users or their Family Members, the acceptance of which by the User or their Family Member is a condition for using Mindgram services, available on the website <https://mindgram.com/en/terms-of-service/>;
  - o. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJEU L 119, p. 1);
  - p. **Force Majeure** – an event which could not have been foreseen with the due diligence required in professional relations, which is external to both the Ordering Party and Mindgram, and which they could not avoid by acting with due diligence;
  - q. **Parties** – Mindgram and the Ordering Party, respectively;
  - r. **Agreement** – an agreement for the provision of services concluded between Mindgram and the Ordering Party upon the signing of the Order by both Parties, of which these T&Cs form are integral part, on the basis of which Mindgram undertakes to provide Services and the Ordering Party to pay the relevant remuneration; the Agreement shall also be binding upon the legal heirs of the Parties;
  - s. **Services** – the services referred to in § 4 sections 1 and 2 of the T&Cs; a detailed description of the Platform’s functionalities through which Mindgram provides Services to the User and the User Family Member constitutes Annex No. 2 to this T&Cs;
  - t. **User** – an employee or collaborator of the Ordering Party for whom an individual User Account has been created by Mindgram in accordance with the conclusion of an Agreement with the Ordering Party;
  - u. **Order** – a form that shall be accepted and signed by both Parties and is tantamount to the conclusion of an Agreement;
  - v. **Ordering Party** – the entity with which the Agreement is concluded.
2. In email correspondence between the Parties, terms spelt in lowercase shall have the same meaning as defined in these T&Cs unless explicitly specified otherwise by the sender.

## § 2. GENERAL PROVISIONS

1. Mindgram shall perform the Services on the basis of a signed Order. These T&Cs are applicable to the Services commissioned to Mindgram on the basis of a signed Order and, together with the Order, constitute an integral part of the Agreement between Mindgram and the Ordering Party. The provisions of the T&Cs shall be binding for all Parties from the moment their cooperation is established on the basis of an Order.
2. The following T&Cs specify in particular the terms and conditions for Mindgram's rendering of Services to the Ordering Party, the terms of financial settlements between the Parties, and the terms of the Parties' liability.
3. In case of a conflict between the provisions of the T&Cs and the wording of the Order, the provisions of the Order shall prevail.
4. Any agreements made orally by the Parties (also by telephone) shall require written confirmation by email, fax, registered letter, or courier to be valid.

## § 3. SUBJECT OF THE AGREEMENT

1. Mindgram agrees to provide to the Ordering Party the Services outlined in the Order, and the Ordering Party agrees to pay Mindgram the Subscription Fee, as well as Additional Fee if agreed, as indicated by the Parties in the Order.
2. By signing the Order the Parties declare and confirm that:
  - a. they are each fully authorized to enter into the Agreement;
  - b. and the persons representing each Party named in the Order are fully authorized to represent the Party in question, have full rights, and their authorisation has not expired.
3. By signing the Order the Ordering Party confirms that:
  - a. has read the technical requirements for using the Platform through the Website and the Application, that the User or User Family Member must meet in order to be able to use the different functionalities of the Platform through the Website or the Application, referred to in § 4 section 3 of the T&Cs; the Ordering Party also acknowledges that non-compliance with the indicated technical requirements does not have to exclude the possibility of using the Platform through the Website or the Application, but it causes the risk of malfunction of the Platform's individual functionalities and the inability to use its individual functionalities, for which Mindgram is not responsible;
  - b. Mindgram allowed it to become familiar with the functionalities of the Platform and the principles of its operation, and the Ordering Party tested the operation of the Platform and did not report any remarks on the scope of the Platform's functionalities or its operation.

## § 4. PRINCIPLES FOR COOPERATION BETWEEN THE PARTIES

1. As part of the Services provided to the Ordering Party, Mindgram shall:
  - a. Users with access to the Mindgram Platform by creating individual User Accounts corresponding to the Account Pool indicated in the Order, which shall be made available to the Ordering Party's employees and collaborators, and which can be accessed after the Account activation and acceptance of the [Terms of the Platform](#), by logging in using an individual login and password or activation link via the website app.mindgram.com; the access granted to User Family Members is not included in the Account Pool indicated in the Order;
  - b. provide User Family Members access to the Mindgram Platform by creating a User Family Member Account, the creation of which shall be made possible to the designated User Family Member by entering the User Family Member's email address by the User in the User Account tab; a link to log into the Mindgram Platform shall then be automatically sent; after this, the User Family Member creates a User Family Member Account and accepts the [Terms of the Platform](#), and then can access the Platform by logging into the website app.mindgram.com using their personal login and password;
  - c. ensure the proper operation of the Mindgram Platform after the Service Start Date.
2. The detailed scope of the services that Mindgram provides to the Ordering Party shall be indicated in the Order.
3. The technical requirements for using the Platform through the Website and the Application, that the User or User Family Member must meet in order to be able to use the different functionalities of the Platform are defined in the [Terms of the Platform](#).

## § 5. ACCESS TO THE MINDGRAM PLATFORM

1. Beginning on the Service Start Date, Mindgram shall provide Users and User Family Members via the User Account or the User Family Member Account with uninterrupted and secured access to the Platform except for Technical Interruptions as set forth in § 6 section 1 of T&Cs.
2. A User Account shall be made available individually for the duration of the Agreement upon request of persons interested in creating an Account and who are employees or collaborators of the Ordering Party, which shall be confirmed by the User possessing an email address from the Ordering Party's domain or by providing an identification number. This identification number may be assigned by the Ordering Party to an employee or a collaborator who does not have a business email address and shall allow them to register their Account and log into the Platform.
3. In order to use a User Account, the User must register using their personal data, including their business email address or identification number, and activate it using the link sent to the indicated email address. The activation of the User Account shall take place when the activation link sent to the indicated address is clicked or, in the case of an identification number,

- when the User accesses the website [app.mindgram.com](http://app.mindgram.com) by clicking on the “Register” button.
4. A change to the number of possible User Accounts for employees and collaborators of the Ordering Party (Account Pool) is possible after the Ordering Party makes a request via email to the e-mail address indicated in the Order and has signed an annex to the Order.
  5. A User Family Member Account shall be made available individually through the duration of the Agreement upon request of the User by entering the email address of the User Family Member into the User Account. A login link to the Mindgram Platform shall be sent to that address automatically.
6. In order to set up a User Family Member Account, the User Family Member must register via the link sent to them at the email address provided by the User. After the User Family Member clicks on the link, it will be possible for them to set up an account. After the User Family Member sets up an account, an activation link shall be sent to the User Family Member’s email address. Activation of the User Family Member Account shall take place when the activation link sent to the provided email address is clicked.

## § 6. UPDATES AND MAINTENANCE

1. Mindgram is aware of the possibility of the occurrence of Technical Interruptions in access to the Platform due to maintenance or upgrade work other than updates to the Platform. The duration of these Technical Interruptions shall not exceed a total of 24 hours in a given calendar month. A Technical Interruption does not constitute improper performance of the Service by Mindgram.
2. If a Technical Interruption occurs in a given month, Mindgram shall notify the Ordering Party at the e-mail address indicated in the Order. If Mindgram does not provide such information in a given month, the Parties shall consider that no Technical Interruption occurred during that month. The Ordering Party may also claim to Mindgram that the Platform was unavailable at a certain time. Mindgram shall then verify the claim and indicate whether there was a Technical Interruption.
3. In the event that an irregularity in the Platform’s operations is identified, the Ordering Party, User, or User Family Member shall be entitled to report that irregularity to Mindgram via email at [customercare@mindgram.com](mailto:customercare@mindgram.com). Customer Service for an Ordering Party, Users, and User Family Members shall be available on Working Days between 9 am and 5 pm. Customer Service shall be provided according to the rules set out in the [Terms of the Platform](#).
4. Mindgram shall not be liable for Service downtimes resulting from: (a) a Technical Interruption, (b) the use of the Platform by a User or a User Family Member in a manner inconsistent with the provisions of the Agreement or the [Terms of the Platform](#), (c) the lack of access to the Platform or the inability to use its Services for reasons beyond Mindgram’s control nor for irregularities related to the use of the Platform with the Application, to the extent that the irregularities are borne by the Application Provider.
5. In any event, Mindgram’s liability shall be limited exclusively to the actual losses sustained by the Ordering Party.

## § 7. FEES

1. Mindgram shall be entitled to a monthly remuneration for providing Services to the Ordering Party in the amount specified in the Order payable in the model indicated therein (hereinafter referred to as the “**Subscription Fee**”). The Subscription Fee will be payable starting from the Service Start Date.
2. Unless agreed otherwise, the Subscription Fee for all Services provided by Mindgram for a period shorter than three (3) months will be fully payable in advance.
3. In the Order the Parties may agree an additional remuneration, payable in arrears, for providing optional services to the Ordering Party, non included in the Subscription Fee and extra charged, unless the Order states otherwise (hereinafter referred to as the “**Additional Fee**”).
4. The accounting period shall be the period of the calendar month or other period agreed in the Order
5. In the event of commencement of Services provision during a given accounting period, the Subscription Fee for the period from the Service Start Date to the end of a given calendar month shall be calculated proportionally as the product of 1/30 of the Subscription Fee due for the full accounting period (rounded to two decimal places.) and the number of calendar days in which the Services were provided in an incomplete accounting period.
6. The Subscription Fee shall be paid by the Ordering Party on the basis of a VAT invoice issued by Mindgram. The Additional Fee shall be paid by the Ordering Party on the basis of a separate VAT invoice or invoices issued by Mindgram, unless the Order states otherwise
7. The Ordering Party shall be obliged to make the payment resulting from the issued VAT invoices to the bank account indicated on the invoice within the time frame specified in the Order.
8. For the avoidance of doubt, in the case of Services provided for a period longer than one (1) calendar month, the first invoice for the current calendar month shall be issued immediately after the Service Start Date indicated in the Order, and each subsequent invoice shall be issued by the tenth (10.) day of the calendar month for the month for which the Subscription Fee is due, unless otherwise agreed in the Order.
9. The Subscription Fee and the Additional Fee shall each time be increased by the Value Added Tax (VAT) due at the rate applicable as at the date of issuing the invoice.
10. The date of payment shall be the date on which Mindgram’s bank account is credited.
11. The Ordering Party agrees to Mindgram issuing electronic invoices and delivering them by email to the address indicated in the Order.
12. In the event of lack of access to the Platform lasting more than 24 hours, for reasons attributable to Mindgram, the Ordering Party is entitled, at its request, to a proportional reduction of the Subscription Fee due for the accounting period immediately following the month in which the lack of access occurred; the proportional reduction of the Subscription Fee shall be calculated by dividing the Subscription Fee due to Mindgram in the following accounting period by the number of calendar days in that month and then the result shall be multiplied by the number of days of lack of access to the Platform minus one day of such lack of access.
13. Mindgram declares that the bank account which will be indicated in the invoices as the account number for payment of remuneration is included in the list of entities referred to in art. 96b sec. 1 of the Goods and Services Tax Act of 11 March 2004 (“**White List of VAT taxpayers**”).
14. Mindgram undertakes to immediately inform the Partner about the loss of the status of an active VAT payer.

## § 8. CONFIDENTIALITY

1. Each Party shall undertake to keep Confidential Information confidential and not disclose it to third parties who are not party to the Agreement, and they shall ensure that Confidential Information is protected with the same degree of care as is applied to protect its own Confidential Information (“**Confidentiality Order**”).
2. Each Party agrees not to disclose Confidential Information to any third party except:
  - a. when required by law or requested to do so by a competent authority acting within its statutory powers to require such information; or
  - b. it is known to the Party from other sources, without the obligation to keep it confidential and without violating the provisions of the Agreement; or
  - c. a Party obtains prior written consent from all other Parties under penalty of invalidity; or
  - d. it is necessary for the Party to assert its rights or defend its rights before a court or competent authority; or
  - e. it results from the information obligations of a publicly traded company (provided that the Party has such status or that it belongs to a capital group in which such a company is included);
  - f. information has been previously disclosed to the public by the Party to whom the information relates.
3. **Confidential Information** means any information:
  - a. pertaining to the negotiation process or discussions undertaken in connection with the cooperation of the Parties, as well as obtained during the negotiation of the Agreement or concerning the conclusion of the Agreement;
  - b. relating to the implementation and content of the Agreement, including those related to the obligations and rights of the Parties under the Agreement;
  - c. obtained in connection with the execution of the Agreement;
  - d. concerning any of the Parties, in particular, information constituting a business secret, including information not disclosed to the public related to the Party's business activities, economic, financial, legal, marketing, technical, technological, scientific and commercial and organizational data of the Party's business know how, as well as specifications, designs, plans, drawings, software, data, prototypes, design documents, analyses, commercial offers, business plans, business concepts, information pertaining to the fact that the Party has provided services to a particular customer, contract information, data collected on servers, personal databases of the Party's customers, employees or associates, data on the remuneration of the Party or its contractors, employees or associates, as well as other information having economic value, disclosed in the course of the Parties' cooperation.
4. The obligation to maintain and protect confidentiality outlined in these T&Cs shall apply regardless of whether the Confidential Information was provided directly or indirectly, regardless of the manner and form in which they were made available (whether in writing, orally or otherwise), regardless of the manner of recording or whether it was marked as confidential, both before and after the date of this Agreement.
5. Access to Confidential Information shall only be granted to persons who require this information in order to properly perform the objectives of the Agreement and who have been informed of the confidential nature of the information and the obligations under this section of the T&Cs.
6. The obligation for confidentiality referred to in this clause of the T&Cs shall apply for the duration of the Agreement as well as for a period of two (2) years from the date of its expiry due to termination, notice, withdrawal, or expiry of the term for which it was concluded.

## § 9. LIABILITY

1. For non-performance or improper performance of the Agreement, the Parties shall be liable to each other in general terms, excluding lost profits, unless the Agreement provides otherwise.
2. Mindgram shall not be liable for:
  - a. damages caused by third parties taking over the password or login of a User or a User Family Member;
  - b. damages caused in relation to the creation of a User Account or a User Family Member Account by a person who is not an employee or a collaborator of the Ordering Party;
  - c. damages caused by the disruption of the Platform's operations or its unavailability due to issues outside of Mindgram's control or that have occurred as a result of events that Mindgram is unable to prevent, including circumstances attributable to Application Providers and in connection to maintenance activities on the Platform;
  - d. damages caused by the failure of the User or User Family Member to comply with the provision of the [Terms of the Platform](#);
  - e. the consequences of using the Platform by Users or User Family Members, including the content provided on the Platform; in particular, Mindgram reserves that the use of the aforementioned materials takes place, as a rule, without a medical consultation, including without having the results of Users' medical examinations or detailed information about their state of health, and that the materials provided may not replace professional medical advice;
  - f. damages resulting from the infringement of any intellectual or industrial property rights by Users or User Family Members;
  - g. damages related to the operation of malicious or harmful software (malware) unlawfully introduced by the User, a User Family Member, or a third party.
3. The total aggregate liability of Mindgram for the non-performance or improper performance of the subject of the Agreement shall in any event be limited to the equivalent of the net fees received by Mindgram from the Ordering Party for the duration of 3 months preceding the date on which the damage occurred. Mindgram's liability for damages for non-performance or improper performance of the Agreement shall be limited to the amount of the actual loss incurred and shall not include lost profits.
4. In the event of a Force Majeure, the Party invoking its operation is obliged to notify immediately the other Party, at least in documentary form, about the occurrence of Force Majeure and its impact on the ability to perform obligations under the Agreement.
5. During the Force Majeure period, the performance of work and obligations for the Parties to the extent covered by the Force Majeure shall be suspended.



6. Force Majeure releases the affected Party from liability for non-performance or improper performance of the obligation under the Agreement for the period of Force Majeure.
7. In the event that Force Majeure lasts longer than 60 days, each Party has the right to terminate the Agreement with immediate effect.

## § 10. PERSONAL DATA PROTECTION

1. The Parties are obliged to comply with the provisions of personal information within the definition of Article 4(7) GDPR, who independently determine the purposes and means of processing personal information.
2. The Parties jointly declare that they are separate controllers of personal information within the definition of Article 4(7) GDPR, who independently determine the purposes and means of processing personal information.
3. In the course of performing the Agreement, there are no prerequisites requiring the conclusion of a separate agreement for the entrustment of processing personal data. In the event of such prerequisites in the course of performing the Agreement, the Parties shall conclude an appropriate agreement in this regard.
4. In order to implement the Agreement, the Parties shall mutually make available the necessary information of the persons responsible for the proper implementation of the Agreement, ensuring compliance with Article 6(1)(f) GDPR, i.e. when processing is necessary for purposes arising from legitimate interests pursued by the controller of a third party.
5. On behalf of Mindgram, the Ordering Party shall comply with the information obligations stipulated in Article 14 GDPR with regard to the Ordering Party's representatives, employees or collaborators responsible for the proper execution of the Agreement by providing the information referred to in Annex No. 1 to the T&Cs.
6. The Parties are obligated to cooperate in the execution of the Agreement and provide mutual explanations in the event of any doubts as to the legality of making personal information available.
7. Mindgram processes User's and User Family Member's personal data on the terms set out in [Privacy Policy](#).

## § 11. DURATION OF THE AGREEMENT

1. The Agreement shall be concluded for a period indicated in the Order. If the Service Start Date indicated in the Order falls on a day other than the first day of a given calendar month, the Parties agree that the period of duration of the Agreement referred to in the preceding sentence shall include the period from the Service Start Date to the last day of the month in which the Service was activated.
2. If, at least 2 months before the expiry of the period for which the Agreement was concluded, the Ordering Party or Mindgram does not inform the other Party in writing that it does not intend to extend the Agreement for a further period, the Agreement shall be automatically renewed for a next period of the same duration. In the event of an automatic renewal of the Agreement, the Services shall be provided on the same terms, unless otherwise agreed in the Order. The mechanism for the automatic renewal of the Agreement referred to in this paragraph shall also apply for subsequent (post-renewal) periods of duration of the Agreement.
3. Mindgram shall have the right to terminate the Agreement immediately, which shall result in the blocking of access of Users and User Family Members to their accounts if:
  - a. the Ordering Party is in arrears with the payment of the Subscription Fee or Additional Fee and the delay exceeds sixty (60) days after the Ordering Party has given notice to pay;
  - b. the Ordering Party is in breach of a Confidentiality Order;
  - c. the Ordering Party is in gross breach of a material provision of the Agreement and fails to comply with a request to cease such a breach and/or remove the consequences of such a breach within the period specified in the request to cease and remove the consequences of the breach; the request shall be made in writing under penalty of invalidity.
4. The Ordering Party shall have the right to terminate the Agreement immediately in the event that:
  - a. Mindgram has failed to remove the error that completely prevents access to the Platform within thirty (30) days from the date this error was reported;
  - b. Mindgram is in gross breach of a material provision of the Agreement and fails to comply with a request to cease such a breach and/or remove the consequences of such a breach within the period specified in the request to cease and remove the consequences of the breach; the request shall be submitted in writing or electronically under penalty of invalidity.
5. Notwithstanding the provisions of sections 3 and 4 above, after the period indicated in the Order, counted from the date of conclusion of the Agreement, either Party may terminate the Agreement without giving any justification, subject to the notice period indicated in the Order, effective at the end of the month immediately following the month in which the notice of termination is rendered.
6. The declaration to terminate the Agreement shall be made in writing under penalty of invalidity.

## § 12. NOTICES

1. All notices and communications about or in connection with the Agreement ("Notices") drawn up in the electronic or documentary form shall be delivered to the email addresses indicated in the Order. The Notices drawn up in written form shall be delivered personally or sent by courier or registered letter to the Party to whom a Notice is addressed at the mailing address set out in the Order. This kind of Notice may additionally be sent by email to the email addresses specified in the Order.
2. Unless notice of a possible change of mailing address or email address is provided by a Party to the other Parties, any Notices sent to the addresses referred to above shall be deemed to have been duly and effectively served.

## § 13. CHANGES OF THE T&Cs

1. Mindgram reserves the right to modify these T&Cs at any time.
2. The Ordering Party shall be informed, at least 14 days in advance, of any amendments to the T&Cs and be provided with the amended T&Cs via email sent to the email address indicated in the Order.
3. If the Agreement is not terminated by Partner before the amendments come into force the new and amended T&Cs shall be binding upon the Ordering Party and shall apply to the Agreement at the date indicated by the Mindgram.

## § 14. FINAL PROVISIONS

1. The Order, T&Cs and Annexes constitute the entire agreement of cooperation between the Parties.
2. By signing the Order the Ordering Party consent Mindgram to use, without any remuneration, the Ordering Party's trading name and logo by their reproduction and publication for the duration of the Agreement: 1) in the company's customer reference list on Mindgram's website, 2) in social media (Facebook, LinkedIn, Instagram) with the information on the establishment of cooperation, as well as 3) in electronic or printed materials in the section that identifies the customers of Mindgram, for information, promotion and commercial purposes.
3. The law applicable to the obligations arising from the T&Cs shall be that of the Republic of Poland. Any disputes related to the T&Cs shall be referred to the Polish common courts. The Parties shall make every effort to resolve any disputes arising from or in connection with the Agreement amicably. If it is not possible to do so within one month, this dispute shall be submitted for final adjudication to the common court with jurisdiction over Mindgram's registered office.
4. Subject to the provisions of Article 58(3) in fine of the Polish Civil Code, the Parties agree that if any part of the Agreement proves to be invalid, ineffective, or otherwise legally defective or unenforceable, the remaining part of the Agreement shall remain in full force and effect. If any provision is found to be invalid, ineffective, or otherwise legally defective or unenforceable, the Parties shall negotiate in good faith to the maximum extent possible to create alternate provisions that are binding and enforceable reflecting the Parties' original intentions.
5. Neither this Agreement nor any rights or obligations arising from the Agreement may be assigned by either Party without the prior written consent of the other Party under penalty of invalidity.
6. Any amendments to the Agreement shall be made at least in documentary form under penalty of invalidity, unless the T&Cs expressly provides otherwise or unless the Parties agreed otherwise in the Order.
7. These T&Cs enter into force on 01.02.2023.

Annexes:

1. Data Privacy Notice
2. Services description

## DATA PRIVACY NOTICE

On behalf of Mindgram sp. z o.o., with registered office in Warsaw, in accordance with Article 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (EU Journal of Laws L119, p. 1), hereinafter referred to as "GDPR", you are informed of the following:

1. The controller of your personal data is Mindgram sp. z o.o., with registered office at ul. Krakowskie Przedmieście 13, 00-071 Warsaw, National Court Register (KRS) number 0000881002 (the "Controller").
2. Direct contact with the Controller is possible at the Controller's address indicated in point 1 or via the email address [kontakt@mindgram.com](mailto:kontakt@mindgram.com).
3. The Controller has appointed a Data Protection Officer who can be contacted in matters relating to the protection of personal data at the email address [gdpr@mindgram.com](mailto:gdpr@mindgram.com).
4. The personal data of representatives, including the personal data of proxies and persons appointed for maintaining working contact and responsible for the coordination and implementation of the Agreement shall be processed in accordance with Article 6(1)(b) and (f) of the GDPR for purposes related to the conclusion and implementation of the Agreement, in order to determine the persons entitled to represent an entity, for the purpose of ongoing contact related to the negotiation and conclusion of the Agreement, as well as for the purpose of determining, asserting or defending against possible claims arising from the implementation of the concluded Agreement.
5. Your personal data may be disclosed to the following entities that support the Controller's activities, in particular to any entities providing accounting, personnel, HR, and marketing services, suppliers of IT and hosting services and tools, banks, payment service providers, and entities providing legal services whereby it is possible to transfer data to a third country in a situation where any of the above-mentioned entities carries out data processing in a third country and only in a situation where all legal requirements are met.
6. Your personal data shall be processed for the duration of the Agreement concluded with [ ] and, after its expiration – for the statutory limitation period for civil law claims resulting from the concluded agreement and for the period required by law, particularly by the tax regulations – for the statutory period of limitation of tax liabilities.
7. Personal data shall be processed both in paper form and electronically (in computer systems), but the Controller shall not make any decisions in an automated manner (including in the form of profiling).
8. Providing personal data is voluntary, however, it is necessary for the conclusion of the Agreement and to facilitate contact between the Parties to the Agreement. Failure to provide this data shall result in the inability to conclude the Agreement.

With regard to the processing of your personal data, you have the following rights: the right to access your data and request a copy of it, the right to rectify (amend) your data, the right to erasure, the right to restrict the processing of your personal data, the right to object to the processing of your data, the right to data portability, the right to lodge a complaint with the supervisory authority (if you believe that we have processed your personal data unlawfully, you may lodge a complaint with the President of the Office for Personal Data Protection at ul. Stawki 2, 00-193, Warsaw).

## SERVICES DESCRIPTION

The Mindgram Platform encompasses personal development and mental healthcare tools for employees and collaborators of Ordering Parties, particularly psychological well-being advices, development workshops, and self-help programmes.

### Key Platform functionalities:

No.	Functionality	Description	Access for a friend and family ?
1.	Live Workshops	Live meetings in the form of video and audio online, focussing on topics related to mental, physical, occupational, and social well-being. These workshops are led by professionals and experts collaborating with Mindgram.	YES
2.	Library of Workshops (VoD)	Possibility to play recordings of selected Group Workshops, after their first live broadcast.	YES
3.	Chat with Psychologists and Experts	Users can correspond with psychologists and other professionals for ad hoc advice, quick help, navigating the Platform, or for further clinical qualifications. The ability to correspond with general psychologists is available 24 hours a day and a response shall be made within a maximum of 24 hours at least 5 days a week (i.e. Monday 12:00 am to Friday 12:00 pm) excluding public holidays. The availability of other professionals may vary and is indicated each time in the Platform's built-in notification section.	YES
4.	Self-Care Podcasts & Courses	A set of audio or video recordings for personal use, self-help and individual training (including psycho-educational courses, mindfulness courses, relaxation training, breathing exercises, motivational exercises, etc.). These recording may be played back by the User on the Platform at any time. They are made by experts collaborating with Mindgram.	YES
5.	Friends&Family access	<p>The possibility of granting access to the Mindgram Platform to one Family Member chosen by the User and creating for this person a Family Member Account giving access to:</p> <ul style="list-style-type: none"> <li>• Live Workshops</li> <li>• Library of Workshops (VoD)</li> <li>• Self-Care Podcasts &amp; Courses</li> <li>• Chat with Psychologists and Experts</li> </ul> <p>The module "Friend&amp;Family access" does not include Video Sessions with Therapists &amp; Experts, MWBO, MWV.</p> <p>User Family Member Account created in connection with granting access to the Platform to a person designated by the User shall not count towards the Account Pool to which access has been granted on the basis of the Agreement.</p>	NOT APPLICABLE
6.	Video Sessions with Therapists & Experts	<p>The Service available to the Ordering Party depending on what was agreed in the Order and accounted for according to the terms and conditions of the Order.</p> <p>The Service consist in providing the possibility to make an appointment and conduct an individual video visit with a psychotherapist or other specialist ("Session").</p> <p>The duration of one Session is 50 minutes.</p> <p><u>Unless otherwise specified in the Order:</u></p> <ul style="list-style-type: none"> <li>• The Parties can agree the maximum number of the Session available for Users in a given calendar month ("Session Limit"); The arrangements of the Parties or their authorized representatives in this regard require at least the preservation of a documentary form to be effective;</li> <li>• The Ordering Party is entitled to increase or decrease the Session Limit at any time by sending Mindgram the information via email; Increase or decrease of the Session Limit shall be effective after the confirmation via email of receipt of the Ordering Party's request by Mindgram;</li> </ul>	NO



		<ul style="list-style-type: none"> <li>• Sessions not used in a given billing period do not carry over to the next period;</li> <li>• The Ordering Party covers the cost of Users' use of individual video visits with psychotherapists and other professionals;</li> <li>• The cost of one Session shall be indicated in the Order;</li> <li>• The Ordering Party is obliged to make payments only for completed Sessions - in which the Users participated in a given calendar month;</li> <li>• Payment will be made after the end of each calendar month on the basis of a VAT invoice, under the terms and conditions set out in the T&amp;Cs;</li> <li>• The remuneration referred to above shall constitute Mindgram's Additional Fee for the use of the Sessions by Users, for the avoidance of doubt, this remuneration shall not be included in the amount of the Subscription Fee.</li> </ul>	
7.	Dedicated Workshops	<p>The Service available to the Ordering Party depending on what was agreed in the Order and accounted for according to the terms and conditions of the Order.</p> <ul style="list-style-type: none"> <li>• The Service consist in providing dedicated to the Ordering Party, interactive and involving the Users live workshop on the Platform with video conferencing technology in the field of wellbeing and mental health.</li> <li>• The workshops shall be led by selected specialists and experts cooperating with Mindgram.</li> <li>• Before each workshop the expert shall prepare an agenda regarding the subject of given workshop.</li> <li>• The subject of the workshop, as well as choice of the expert and the cost of the Service shall be agreed by the Parties in the Order or by their authorized representatives at least in documentary form.</li> <li>• The duration of one workshop is 60 minutes maximum.</li> </ul> <p>The Service can be also activated at any time upon Partner's request submitted to Mindgram via e-mail.</p>	YES
8.	Mindgram Well-Being Officer (MWBO)	<p>The Service available to the Ordering Party depending on what was agreed in the Order and accounted for according to the terms and conditions of the Order.</p> <ul style="list-style-type: none"> <li>• The Service consist in providing training via the Mindgram Platform in the field of obtaining the Mindgram Well-Being Officer competency consisting of 2 parts: part I - 12 video on demand (VOD) recordings lasting 30 minutes, part II - online workshops, evaluation test, + certificate.</li> <li>• The cost of the Service shall be agreed by the Parties in the Order or by their authorized representatives at least in documentary form.</li> </ul> <p>The Service can be also activated at any time upon Partner's request submitted to Mindgram via e-mail indicated in the Order.</p>	NO
9.	Mindgram Wellbeing Vibe (MWV)	<p>The Service available to the Ordering Party depending on what was agreed in the Order and accounted for according to the terms and conditions of the Order.</p> <p>The Service consists in providing a special tool that measures Users' wellbeing using a science-backed intelligent surveys.</p> <ul style="list-style-type: none"> <li>• The wellbeing is examined with a set of 32 questions in selected 4 categories concerning various areas of wellbeing : 1) mental wellbeing, 2) work wellbeing, 3) social wellbeing, 4) physical wellbeing.</li> <li>• The User will receive a mandatory MWV survey after registering to the Platform. After finishing the assessment, the User will see their results in the application.</li> <li>• Based on the responses of the Users will be created a PDF report with recommendations for the Ordering Party, which can help adapt the best strategy to improve the company's vibe including: <ul style="list-style-type: none"> <li>✓ total score of whole company - overall results of the company taking into account a whole set of questions all 32 questions,</li> <li>✓ category scores of whole company - overall results of the company taking into account few 4 questions in each category,</li> </ul> </li> </ul>	NO

		<ul style="list-style-type: none"><li>✓ aspect scores of whole company - overall result of the company taking into account 1 question regarding each aspect,</li><li>✓ company's result against all Users of the company.</li><li>• The cost of the Service shall be agreed by the Parties in the Order or by their authorized representatives at least in documentary form.</li></ul> <p>The Service can be also activated at any time upon Partner's request submitted to Mindgram via e-mail indicated in the Order.</p>	
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