

TERMS AND CONDITIONS OF THE MINDGRAM PLATFORM ("TERMS AND CONDITIONS")

These Regulations set out the general rules and manner of providing services electronically by Mindgram pursuant to Article 8(1)(1) of the Act of 18 July 2002 on the provision of services electronically (Journal of Laws of 2017, item 1219, as amended).

By starting to use the Service, the User confirms that he/she has read, understands and accepts the content of the Terms and Conditions and undertakes to comply with them.

1. DEFINITIONS

1.1. All definitions and wording used below are their application in these Terms and Conditions as well as in other activities related to the execution of the Agreement:

- 1.1.1. **AI** - a.k.a. artificial intelligence, which is an application and software that exhibits human skills such as reasoning, learning, planning and creativity, enabling technical systems to perceive the environment, deal with what they perceive and solve problems, working towards a specific goal.
- 1.1.2. **App** - Mindgram's mobile application through which the Mindgram Platform can be used on mobile devices;
- 1.1.3. **Member of the User's Family** - persons indicated by the User, chosen by the User from among the User's next of kin or the User's partner, to whom the User has provided a link enabling the creation of the User's Family Member Account on the Platform;
- 1.1.4. **Personal data** - any information about an identified or identifiable natural person, whereby an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, country of residence, details of an employer, branch or business unit, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the natural person;
- 1.1.5. **Business days** - weekdays from Monday to Friday (excluding public holidays in accordance with the laws of the Republic of Poland);
- 1.1.6. **Application Provider** - a third-party provider which enables you to download and use the Application - respectively Google Play (Google LLC, Delaware, Google Ireland Limited, Dublin, Google Commerce Limited, Dublin, Google Asia Pacific, Singapore) or Apple Store (Apple Inc., One Apple Park Way, Cupertino, CA 95014, USA.), depending on through which of the aforementioned providers you wish to download the Application);
- 1.1.7. **Documentary form** - includes written form or electronic messages clearly stating the names or names of the sender and recipient, unless otherwise provided for in the Regulations;
- 1.1.8. **Identifiers** - the login and password the User uses to log in to the User Account;
- 1.1.9. **Consumer** - a User of the Platform who is a consumer within the meaning of Article 22(1) of the Civil Code, i.e. a natural person who concludes an agreement for a purpose not directly related to their professional or business activity;
- 1.1.10. **User Account** - a personalised User panel accessible after successful registration and logging on to the Platform - after providing a predefined login and password, in which the User's data is stored;
- 1.1.11. **Account of the User Family Member** - a personalised panel of the User Family Member accessible after successful registration and logging in to the Platform

- after entering the predetermined login and password, in which the data of the User Family Member is stored;
- 1.1.12. **Materials** - any content made available to the User or the User's Family Member through the Platform;
- 1.1.13. **Mindgram** - Mindgram sp. z o. o. with registered office in Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under KRS number: 0000881002;
- 1.1.14. **Partner** - means, depending on the mechanism for purchasing the Service:
 - 1.1.14.1. An entity that is the User's employer or co-worker with whom Mindgram has entered into a separate service agreement in connection with the performance of which Mindgram provides the User with access to the Platform under these Terms and Conditions; or
 - 1.1.14.2. the natural person, legal entity or unincorporated person who has entered into an agreement with Mindgram on the basis of which Mindgram provides the Service to the Users designated by it.
- 1.1.15. **Platform or Mindgram Platform** - the Mindgram platform through which Mindgram provides the Services to you, accessible through the Service and/or the Application;
- 1.1.16. **Privacy Policy** - the document governing the security of privacy and the processing of personal data of the User and the User's Family Member available at: <https://mindgram.com/pl/polityka-prywatnosci/>;
- 1.1.17. **Technical Interruption** - an interruption in the availability of the Platform, due to the need for maintenance or modernisation work, which prevents or impedes the use of the Services;
- 1.1.18. **Terms and Conditions** - means these Terms and Conditions;
- 1.1.19. **RODO** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119, p.1);
- 1.1.20. **Service** - the website through which Mindgram enables the use of the Platform, i.e. the website app.mindgram.com;
- 1.1.21. **Force majeure** - an event which could not have been foreseen with the diligence required in professional professional relations and which is external to both the User and Mindgram and which they could not have resisted by acting with due diligence;
- 1.1.22. **Party** - User/User Family Member or Mindgram, as appropriate;
- 1.1.23. **Parties** - User/User Family Member and Mindgram combined;
- 1.1.24. **Agreement** - the agreement entered into between Mindgram and the User or User Family Member by accepting the Terms and Conditions concerning the use of the Service by the User or User Family Member;
- 1.1.25. **Service** - the service provided by Mindgram on the basis of the accepted Terms and Conditions, consisting of enabling the User or the User's Family Member to access the Platform and use its resources to the extent specified in the agreement between the Partner and Mindgram;
- 1.1.26. **Malfunction** - a technical error of the Platform which prevents full use of the Platform's functionality;
- 1.1.27. **User** - an adult natural person who is an employee or associate of the Partner entering into an agreement with Mindgram by accepting the Terms and

Conditions, in connection with the performance of which Mindgram provides the Service through the User Account,

- 1.1.28. **Notification** - a notification made by the User or a Member of the User's Family by means of an email addressed to: customercare@mindgram.com indicating the occurrence of a Platform Fault.

2. GENERAL CONDITIONS OF USE OF THE MINDGRAM PLATFORM

- 2.1. These Terms and Conditions set out the terms and conditions for the use of the Mindgram Platform provided by Mindgram through the Service and the Application.
- 2.2. Mindgram on the Platform shall make these Terms and Conditions available to the User and the Member of the User's Family prior to the conclusion of the Agreement and the creation of the User Account and, at the User's request, in a manner that allows access, reproduction and storage of the content of the Terms and Conditions by means of the information and communication system used by the User or the Member of the User's Family.
- 2.3. Any deviation from these Terms and Conditions shall only bind the User or User Family Member and Mindgram if agreed in Documentary Form between the Parties.
- 2.4. The Mindgram Platform is intended exclusively for persons over the age of 18. The use of the Platform is tantamount to confirming that the User is an adult.
- 2.5. By using the Platform, the User acknowledges that he/she has read the Terms of Service, accepts its content and undertakes to comply with them. At the same time, by accepting the Terms and Conditions, the User consents to Mindgram's use of AI to perform the Services on the Platform or to support the performance of such Services in accordance with the Terms and Conditions.
- 2.6. For valid reasons understood as the need to develop the Platform or to adapt it to current technical requirements, including the possibility of using AI, Mindgram may modify or add particular functionalities of the Platform.
- 2.7. Mindgram provides service to Users and User Family Members, including responding to requests and queries from Users or User Family Members on Working Days between 8.00 a.m. and 5.00 p.m.
- 2.8. It is forbidden to use the Website, the Application or the Platform in any way that is contrary to the provisions of these Terms of Use, the applicable legislation, good morals and the principles of social co-existence. It is forbidden for the User or the User's Family Member to provide unlawful content on the Platform. In particular, it is prohibited to upload material to the Platform that may infringe the rights or personal interests of third parties or constitute material that may be used for illegal purposes. It is also prohibited to interfere with the integrity of the content and form of the Platform, the Application or the Service, and furthermore: to use them to store or transmit malicious code, to send spam, to interfere with or disrupt the integrity or operation of the Service or the data contained therein of third parties and other users, to attempt to gain unauthorised access to the Service or related systems or networks, to copy the Service or any part of it, to access the Service in order to create competing products or services.
- 2.9. The use of the Platform by the User or a Member of the User's Family does not require a separate payment and the remuneration for this is included in the remuneration that the Partner pays to Mindgram based on and within the framework of the concluded agreement.

3. TECHNICAL REQUIREMENTS FOR USING THE PLATFORM

- 3.1. In order to use the Platform via the Service, the User or a Member of the User's Family must meet the following technical requirements:
 - 3.1.1. have a computer or other electronic device with access to the Internet and the ability to view the interface of the Website and the Platform,
 - 3.1.2. have an updated browser in the latest version, provided by the following manufacturers: Microsoft Edge, Google Chrome, Mozilla Firefox, Apple Safari,
 - 3.1.3. have cookies and JavaScript enabled,
 - 3.1.4. have software that blocks the operation of the above programs disabled
 - 3.1.5. have an active e-mail account.
- 3.2. In order to use the Platform via the Application, the User or User Family Member must meet the following technical requirements:
 - 3.2.1. have a smartphone or tablet on which the Application has been installed, with internet access and the ability to use the Application,
 - 3.2.2. have an active User Account.
- 3.3. The non-fulfilment of the technical conditions indicated in points. 3.1. - 3.2. above does not necessarily exclude the possibility of using the Platform, with the proviso that the User or a Member of the User's Family bears the risk of the malfunctioning of the various functionalities of the Platform and the impossibility of using the various functionalities of the Platform via the Service or the Platform, respectively.
- 3.4. The use of the Platform via the Application is possible after its free installation on a mobile device. The App can be downloaded directly from:
 - 3.4.1. Google Play (for Android mobile phones):
<https://play.google.com/store/apps/details?id=com.mindgram.mobile>
 - 3.4.2. Apple Store (for iOS mobile phones):
<https://apps.apple.com/pl/app/mindgram/id1621174095?l=pl>.

4. ACCESS TO THE PLATFORM

- 4.1. In order to set up a User Account or a User Family Member Account and to become a registered User or User Family Member, the respective registration procedure must first be carried out. Logging in to a User Account or a Member of a User Family Account is only possible after completing the registration procedure referred to below and creating a User Account or a Member of a User Family Account respectively.

USER REGISTRATION

- 4.2. The User is entitled to complete the registration procedure provided that he/she has received an invitation from the Partner who is the User's employer or colleague containing information on the possibility of using the Mindgram Services with the indication of the Website through which the use of the Services is possible. The person interested in registering is obliged to complete the registration form found on the Website in one of the following ways:
 - 4.2.1. entering your business e-mail address and clicking on the "Create Account" button, or
 - 4.2.2. entering your code and private e-mail address and clicking on the "Create account" button, or
 - 4.2.3. clicking on the "Use your work Google account" button and providing your work e-mail address, which is only possible if your work e-mail address is registered on the Google platform, or
 - 4.2.4. click on the "Use Microsoft Business Account" button and enter your business email address, and this option is only possible if your business email address is registered on the Microsoft platform.

- 4.3. Activation must then be carried out using the activation link sent to the e-mail address provided. The condition for sending the activation link is positive verification of the correctness of the e-mail address indicated by the interested person. For the purpose of verifying the e-mail address, Mindgram verifies whether the e-mail address provided by the person concerned corresponds to the domain indicated by the Affiliate as entitling them to set up a User Account or whether the code provided by the person concerned belongs to the pool of codes issued by Mindgram and entitling them to set up a User Account. The activation link sent to the User's e-mail address shall remain active for 24 hours after its sending, during which time the User shall be entitled to use the User Account independently of the activation of the User Account. For further use of the user account, the user is obliged to activate the user account by clicking on the activation link. If the period of time specified expires without effect, the User Account shall be blocked and the User interested in using the Platform shall be obliged to complete the registration procedure again according to the provisions of this clause 4. Upon acceptance of the Regulations and activation of the User Account, an agreement for the provision of Services based on the Regulations is concluded between the User and Mindgram.
- 4.4. By registering for a User Account, the User confirms that he/she is a natural person of at least 18 years of age who can enter into legally binding contracts in accordance with applicable law. In the event that this results from a contract concluded with a Partner, the User will be obliged to state his or her country of residence, employer, branch or business unit. The User shall further ensure that the information provided by him for the User Account is correct. The provision of false contact information or the omission of contact information such as name, address and/or telephone number when registering is not permitted. When using the Website and the Platform, Users must comply with all applicable laws. By registering, Users confirm that they have read these Terms and Conditions.
- 4.5. During the registration procedure, the User provides a password through which he/she gains access to the User Account. The password created should have at least 8 characters and consist of: one capital letter, one lower case letter, a number, a special character. Mindgram recommends that, for security reasons, the password should not contain commonly used words, including first names, surnames, initials, dates of birth, telephone numbers, sequences of characters read from the keyboard. The user must protect the password and must not share it with third parties.
- 4.6. The user account is not transferable.
- 4.7. The User is obliged to keep the personal data provided within the User Account up-to-date, which is necessary for the fulfilment of the Agreement and, moreover, for the cooperation with other Users. Mindgram shall not be liable in any way, either towards other Users of the Platform or towards third parties, in the event that Users provide false or outdated data.
- 4.8. The User's logging on to the Platform, after successfully passing the registration procedure, will be possible through:
- 4.8.1. by entering the details provided during registration on the login page, i.e. the e-mail address and the password established, or
 - 4.8.2. signing in with an e-mail address registered in the Google domain by clicking on the "Continue with Google" button on the sign-in page and signing in with your Google account, or
 - 4.8.3. logging in using an e-mail address registered in a Microsoft domain, by clicking on the "Continue with Microsoft" button on the log-in page and logging into an account on the Microsoft platform.

REGISTRATION OF A MEMBER OF THE USER'S FAMILY

- 4.9. The User Family Member's account is made available individually for the duration of the Agreement at the request of the User, by the User entering the User Family Member's e-mail address in the tab in the User Account, to which a link to log in to the Mindgram Platform will automatically be sent. The indication of the User Family Member's e-mail address by the User is tantamount to the User confirming the Family Member's interest in accessing the Platform and consenting to the transfer of the User Family Member's e-mail address for this purpose.
- 4.10. In order to be able to set up a User Family Member Account, the User Family Member must register using the link sent to the User Family Member at the e-mail address provided by the User. Once the User Family Member has clicked on the link, it will be possible to set up a User Family Member Account. Once the User Family Member has created an Account, an activation link will be sent to the User Family Member's email address. Activation of the User Family Member's Account takes place as soon as the activation link sent to the indicated e-mail address is clicked on. The activation link sent to the User Family Member's email address remains active for 24 hours after it was sent, during which time the User Family Member is entitled to use the User Family Member's Account regardless of the activation of the Account. In order to continue to use the Account, the User is obliged to activate the Account by clicking on the activation link. After the specified period of time has elapsed without success, the User Family Member's Account is blocked and the User Family Member interested in using the Platform is obliged to complete the registration procedure again according to the provisions of this clause. Upon acceptance of the Terms of Use and activation of the User Family Member's Account, a contract for the provision of Services based on the Terms of Use is concluded between the User Family Member and Mindgram.
- 4.11. By registering a User Family Member Account, the User Family Member confirms that he/she is a natural person, at least 18 years of age, who can enter into legally binding contracts in accordance with applicable law. The User Family Member further warrants that the information provided by him/her for the User Family Member Account is correct. Providing false contact information or omitting contact information such as name, address and/or telephone number when registering is not permitted. When using the Service and the Platform, User Family Members must comply with all applicable laws. By registering, you acknowledge that you have read these Terms and Conditions.
- 4.12. During the registration procedure, the Member of the User Family enters a password, through which he/she then gains access to the Member of the User Family Account. The password created should have at least 8 characters and consist of: one upper case letter, one lower case letter, a number, a special character. Mindgram recommends that, for security reasons, the password should not contain commonly used words, including first names, surnames, initials, dates of birth, telephone numbers, sequences of keyboard-readable characters. The User Family Member is required to protect the password and must not share it with third parties.
- 4.13. The User Family Member account is not transferable.
- 4.14. The User Family Member is obliged to keep the personal data provided within the User Family Member's Account up-to-date, which are necessary for the performance of the Agreement and, moreover, for the cooperation with other Users. Mindgram shall not be liable in any way, either to other User Family Members of the Platform or to third parties, in the event that User Family Members provide false or outdated data.
- 4.15. Logging in by the User Family Member to the Platform after successfully passing the registration procedure will be possible through:
- 4.15.1. by entering the details provided during registration on the login page, i.e. the e-mail address and the password established, or

- 4.15.2. signing in with an e-mail address registered in the Google domain by clicking on the "Continue with Google" button on the sign-in page and signing in with your Google account, or
 - 4.15.3. logging in using an e-mail address registered in a Microsoft domain, by clicking on the "Continue with Microsoft" button on the log-in page and logging into an account on the Microsoft platform.
- 4.16. The User, as well as the User's Family Member, has the right to withdraw from the contract connecting him/her with Mindgram without giving any reason within 14 days from the date of its conclusion by submitting a declaration of withdrawal in Documentary Form to the e-mail address customercare@mindgram.com or to the mailing address of Mindgram. If the User or the User's Family Member successfully withdraws from the contract, the contract shall be deemed not to have been concluded. In order to withdraw from the contract, the User or the User's Family Member may use the model withdrawal form attached as Appendix 2 to the Consumer Rights Act.
- 4.17. Mindgram shall provide the Services to the User and/or User Family Member for the duration of the Agreement. The Partner's termination, expiration or withdrawal from the Agreement concluded with Mindgram shall result in the blocking of the User Account and the User Family Account upon the expiration of this Agreement and the automatic termination of the Agreement concluded on the basis of the Terms and Conditions accepted by the User and/or the User Family Member.

FURTHER PROVISIONS

- 4.18. Mindgram shall provide the User or User Family Member, as applicable, subject to the provisions of these Terms of Use, with uninterrupted and secure access to the Platform, subject to a Technical Break. Mindgram shall not be liable for any irregularities related to the use of the Platform through the Application to the extent that the irregularities are the responsibility of the Application Provider.
- 4.19. Accordingly, the User or the Member of the User's Family may not share the access data to the User's Account or the Account of the Member of the User's Family with third parties, and in the event of such sharing, the User or the Member of the User's Family shall be solely responsible for the consequences thereof. Accordingly, the User or User Family Member shall be solely and entirely responsible for any unauthorised access to the Platform (caused by the User or User Family Member), as well as for maintaining the confidentiality of their Identifiers and for any fees, damages, liabilities or losses incurred as a result of non-compliance with the Terms and Conditions. Mindgram will not be liable for any damages caused by the theft of your Identifiers, disclosure of your Identifiers or authorising you to allow another person to access and use the Service using your Identifiers. You or a Member of Your Family, as applicable, will use reasonable efforts to prevent unauthorised access to or use of the Service. Accordingly, you or a Member of your Family shall be solely and entirely responsible for all actions that are taken on your or your Family Member's Account to the extent that such actions result from your failure to comply with the obligation indicated in the first sentence of this section. The User or User Family Member, as applicable, shall immediately notify Mindgram of any unauthorised use of the Account or any other breach of security known to the User or User Family Member. Accordingly, you or a User Family Member may be held liable for losses incurred by Mindgram or any other user of the Platform due to unauthorised use of the Identifiers as a result of your or your User Family Member's failure to maintain the security or confidentiality of the Identifiers.

5. PLATFORM FUNCTIONALITIES

- 5.1. Through the Platform, the User has the possibility to use development tools and psychological support, in particular through the following means:
 - 5.1.1. Participation in group workshops available through the Platform, access to which is possible for the first 1000 enrolled Users,
 - 5.1.2. to use the Educational Material posted on the Platform in the form of films, audio recordings, graphics, texts, courses,
 - 5.1.3. receive support from the development and therapy coordinator, via the chat available on the Platform,
 - 5.1.4. benefit from individual psychological support, within the limits set by the Partner,
 - 5.1.5. the use of wellbeing monitoring functionalities based on the tools provided by Mindgram, including Wellbeing Vibe (which provides an initial analysis of the User's mental wellbeing) and Pulse Check (which provides a cyclical analysis of the User's mental wellbeing),
 - 5.1.6. use of the HR functionality/application - with the proviso that this functionality will only be available to the Users designated by the Partner in the agreement - consisting of the User's access to the Partner's statistical data on the use of services by the Users covered by the agreement with the Partner.
- 5.2. The Member of the User's Family, through the Platform, has the possibility to use development tools and psychological support, through the following means:
 - 5.2.1. participation in group workshops available through the Platform, access to which is available to the first 1,000 enrolled users,
 - 5.2.2. use the Educational Material posted on the Platform in the form of films, audio recordings, graphics, texts,
 - 5.2.3. receive support from the development and therapy coordinator, via the chat available on the Platform.
- 5.3. Mindgram may record, make available and archive the course of the workshops referred to in points 5.1.1. and 5.2.1. of the Regulations.
- 5.4. Mindgram reserves the right, for important reasons, to make changes to the workshop programme referred to in sec. 5.1.1. and 5.2.1. of the Regulations, including the speaker or the technical conditions of its organisation, which will not constitute a breach of the Regulations.
- 5.5. For important reasons, understood in particular as the occurrence of Force Majeure or the inability of the trainer/presenter to attend, Mindgram reserves the right to change the dates and programme of the workshops referred to in para. 5.1.1. and 5.2.1. of the Regulations at any time, which shall not constitute a breach of these Regulations.
- 5.6. Mindgram stipulates that the support of the development and therapy coordinator referred to in para. 5.1.3. of the Regulations and the support of the psychologist referred to in para. 5.1.4. of the Terms and Conditions only takes place on the basis of the information voluntarily provided by the User and information about the User's use of the Platform. The User decides independently on the scope of the information provided to Mindgram in order to use the aforementioned scope of the Service. In particular, providing Mindgram with information concerning health, racial or ethnic origin, political views, religious views, philosophical views, genetic data, biometric data, data concerning sexuality, including sexual orientation, data concerning criminal offences is tantamount to giving Mindgram permission to process such data in order to perform the Service.
- 5.7. Mindgram stipulates that the use of the services indicated in points 5.1.3. and 5.1.4. of the Terms and Conditions is done through the Platform. Development and therapy coordinators and psychologists are obliged to respond to the User's messages no later than within 24 hours from the date of the message.

- 5.8. Mindgram declares that it uses AI as part of the operation of the Platform, the performance of the Services on the Platform and the activities supporting the provision of services via the Platform. AI may be used in particular (but not exclusively) for:
- 5.8.1. conducting chats with Users, User Family Members in the provision of support,
 - 5.8.2. hold chats with Users, User Family Members in support of the Development and Therapy Coordinator,
 - 5.8.3. the implementation of wellbeing monitoring functionalities based on the tools provided by Mindgram, including Wellbeing Vibe (which provides an initial analysis of the User's mental wellbeing) and Pulse Check (which provides a cyclical analysis of the User's mental wellbeing),
 - 5.8.4. chat with Users, Members of the User's Family to enable contact with the service department,
 - 5.8.5. the automatic translation of chats and video chats conducted by the User or a Member of the User's Family as part of the Services provided on the Platform.
- 5.9. Mindgram hereby points out that the processes carried out by AI through the Platform remain under continuous human supervision, i.e. Mindgram employees and collaborators.
- 5.10. Mindgram declares that any use of AI on the Platform is appropriately labelled and that the User or the User's Family Member is informed in advance of the use of AI before the start of the Service provided using it.
- 5.11. The use of AI aims to, depending on the process of use:
- 5.11.1. Facilitate the use of the Services via the Platform (e.g. in terms of clauses 5.8.4. and 5.8.5.),
 - 5.11.2. Accelerate the provision of Services on the Platform and provide Users with better accessibility to the Services (e.g. in terms of clauses 5.8.1. and 5.8.2.),
 - 5.11.3. To better and more accurately analyse the variables provided by the User as part of the Services provided (e.g. in terms of clause 5.8.3.).
- 5.12. Any User, or User Family Member, in a situation where he or she considers that AI has a negative impact on him or her or does not wish to use the Services provided by AI, has the right to inform Mindgram, which will make every effort to ensure that, as far as possible, the Services for the User or User Family Member concerned are not provided using AI. In the event that it is not possible to provide a specific Service to the User and the User Family Members bypassing AI, the User or the User Family Member shall be obliged not to use this functionality available on the Platform.
- 5.13. Mindgram indicates that the AI used on the Platform has been selected and configured in such a way that it treats all Users and User Family Members fairly and adheres to the principles of non-discrimination, diversity and inclusivity.
- 5.14. Mindgram ensures that the AI used on the platform, complies with the applicable laws, in particular those concerning the protection of privacy and personal data, as well as the procedures and mechanisms for securing the data of Users and User Family Members.
- 5.15. In order to ensure the security and confidentiality of the User's data, Mindgram deletes the data collected in the chats available on the Platform after a lapse of 28 days from the date of the last activity of the User in the chat in question, which is equivalent to the complete loss of access to the data collected there. For the rest, the User's data collected on the Platform is anonymised or deleted 6 months after the deactivation of the User's Account.
- 5.16. For the avoidance of doubt, Mindgram declares that any Services provided through the Platform to the User are not and will not be considered a health care service within

the meaning of Article 2(1) para. 10 of the Act of 15 April 2011 on medical activity, in particular, the performance of the Services by Mindgram cannot be considered a diagnostic or therapeutic activity, nor can it replace such activities.

In order to improve the operation of the Platform, including in connection with the development of the scope of the Services, Mindgram shall be entitled to issue invitations to Users and User Family Members to participate in User surveys and/or to test new functionalities of the Platform.

6. CONFIRMATION AND CANCELLATION OF VISITS

- 6.1. Visits with specialists are subject to confirmation by either the User or the User's Family Member in accordance with the provisions of this Section 6 of the Terms and Conditions.
- 6.2. At least 48 hours before the visit, an SMS or email message will be sent to the mobile phone number or email address of the User or User Family Member (depending on Mindgram's choice made on the basis of the range of contact information provided by the User or User Family Member) reminding them of the visit, together with a request to confirm the visit. The email will contain a confirmation link, clicking on which confirms the visit. The User or the Member of the User's Family is obliged to confirm the visit by clicking on the sent confirmation link between 48 hours and 24 hours before the planned visit. In the absence of such confirmation, the visit shall be automatically cancelled, without notice to the User or the Member of the User's Family.
- 6.3. In order to be able to set up the system for confirming and cancelling visits, the User or the Member of the User's Family shall provide contact information during the registration procedure and in the User's or the Member of the User's Family's Account, such as the telephone number to which SMS messages requesting visit confirmation are to be sent or the e-mail address to which e-mail messages requesting visit confirmation are to be sent. The User or User Family Member is obliged to update the above contact information immediately.
- 6.4. If a reminder message is sent requesting confirmation of an appointment via SMS, it will not be possible to reply to such a message.
- 6.5. Reminder messages requesting confirmation of the visit, sent by both SMS and email, will be sent automatically, using external service providers.
- 6.6. The User or the User's Family Member (as the case may be) acknowledges that confirmation of the visit can only take place by clicking on the confirmation link sent in the reminder message requesting confirmation of the visit. Any other form of visit confirmation will not be accepted.
- 6.7. The obligation for the User or the User's Family Member to confirm the visit does not apply to visits arranged within 48 hours before the scheduled visit.
- 6.8. The User or the User's Family Member may cancel a booked visit in any case. It is possible to cancel an appointment via the User's Account or Family Member's Account, but no later than 24 hours before the booked appointment.

7. UPDATES, SERVICING AND COMPLAINTS

- 7.1. Mindgram will endeavour to keep the Platform operational 24 hours a day/7 days a week, except for: (i) planned Technical Interruptions (of which every effort will be made to give reasonable notice); or (ii) unavailability due to circumstances beyond Mindgram's control, including but not limited to force majeure, fire, earthquake, flood, water, the elements, labour disputes or shortages, utility restrictions, power failures, explosions, civil unrest, governmental action, epidemics, equipment or supply shortages, unavailability of transportation, acts or omissions of third parties or any other cause beyond its reasonable control, including technical problems caused by circumstances attributable to Application Providers.

- 7.2. If, during the term of the Agreement, Mindgram itself improves or updates the Platform, the new version of the Platform will be implemented and made available immediately. An upgrade of the Platform, may also relate to the applicability of AI to a new scope or new Services provided through the Platform. The implementation time for the improvement or update of the Platform will be appropriate to the sophistication and complexity of the technical changes to be made and may require a Technical Break.
- 7.3. Mindgram reserves the possibility that there may be Technical Interruptions in access to the Platform due to maintenance or upgrade work, other than Platform updates.
- 7.4. The application of a Technical Interruption due to the need to implement Platform updates does not constitute a malfunction of the Service by Mindgram.
- 7.5. Mindgram will maintain the Platform in a condition that ensures its proper functioning, in particular:
 - 7.5.1. will be removing Platform Faults,
 - 7.5.2. provide access to Platform updates,
 - 7.5.3. provide technical support in the use of the Platform.
- 7.6. The User and the Member of the User's Family shall have the right to raise queries, comments and complaints in connection with the operation of the Platform.
- 7.7. Malfunctions of the Platform will be rectified by Mindgram itself or on the basis of a Notification. The Notification should be addressed to the e-mail address: customercare@mindgram.com and include the following information: contact details of the reporting person; a description of the incident; information about the part of the Platform in which the Fault is believed to have occurred; the circumstances under which the Fault occurred; any other information that Mindgram or the User or a Member of the User's Family may consider necessary to rectify the Fault or that will enable Mindgram to rectify the Fault, provided that the absence of any of the above information shall not render the notification ineffective.
- 7.8. Failure to indicate any of the aforementioned information indicated in para. 6.7. above shall not render the notification of irregularities ineffective, however, it may extend the time for Mindgram to remove the irregularities. The acceptance of the Notification shall be confirmed each time in the form of an e-mail message sent to the person submitting the Notification at the e-mail address indicated in the Notification, not later than within 48 hours from the date of receiving the Notification, with the proviso that the time of confirming the acceptance of the Notification shall be suspended for the time when Mindgram does not provide the service. The Confirmation of Acceptance of the Notification will contain information on how the Notification is qualified, bearing in mind the criteria indicated in para. 6.9. and the maximum time for rectification.
- 7.9. Mindgram shall be obliged to remedy the irregularities covered by the Application within a period appropriate to the manner of qualification of the Application, and the period shall commence on the date of sending the information confirming the acceptance of the Application referred to in clause. 6.8. above, unless it is not possible to remove the irregularities by the aforementioned deadline for reasons beyond Mindgram's control. If it is not possible to remove the irregularity within the period indicated in the preceding sentence, Mindgram shall be obliged to inform the person making the Notification of this fact, indicating the actual date of removal of the irregularity. Mindgram shall be entitled to qualify the Submission to one of the following categories:
 - 7.9.1. Blocking error - an error completely disabling access to the Platform, deadline for rectification: up to 3 Business Days,

- 7.9.2. Critical error - an error which partially prevents or restricts access to the Platform's resources, deadline for rectification: up to 14 Working Days,
- 7.9.3. High error - an error that does not affect access to the Platform's resources, deadline for rectification: up to 60 Working Days,
- 7.9.4. low error - an error of a different category to those described in clauses 6.9.1 - 6.9.3, with no significant impact on the functioning of the Platform - no guarantee of a solution.
- 7.10. In the event that the malfunctions of the Platform arise for reasons attributable to the Partner or the User or the User Family Member, then Mindgram shall be entitled to require the User or the User Family Member to make good the damage in full, of which Mindgram shall notify the User or the User Family Member.
- 7.11. In the situation referred to in para. 6.10. above, Mindgram will inform the User or User's Family Member of the identified cause of the Platform's defect by means of an e-mail sent to the e-mail address indicated in the Application, at the same time indicating the amount of the damage. The damage will be covered within 7 days from the date of notification of the damage to the User or the User's Family Member.
- 7.12. Mindgram shall not be liable for inaccessibility to the Platform by a User or a Member of the User's Family when the inaccessibility to the Platform is caused by: the actions of the User, the Member of the User's Family or third parties to whom the User or the Member of the User's Family has made the Identifiers to the User's Account or the Member of the User's Family's Account available, involving changes or modifications to the Platform or the use of the Platform by the User or the Member of the User's Family in a manner contrary to the provisions of the Terms of Use.
- 7.13. The User or a Member of the User's Family who notices data of an unlawful nature, in particular data infringing intellectual property rights, and contained in the Platform system, should immediately inform Mindgram at the following e-mail address: customercare@mindgram.com.
- 7.14. All complaints related to the performance of the Agreement and questions should be submitted by e-mail to the e-mail address customercare@mindgram.com or to Mindgram's registered office address. The content of the complaint should include at least: data making it possible to identify and contact the User or the User's Family Member: the User's or the User's Family Member's first name or e-mail address; a statement of the subject of the complaint and the circumstances giving rise to it, together with the date on which they occurred; a statement of the User's or the User's Family Member's expectations from Mindgram, in particular the desired actions on Mindgram's part.
- 7.15. Mindgram shall consider the complaint within 7 Working Days from the date of its receipt and shall inform the User or the User's Family Member immediately by e-mail of the manner of its consideration. If the data or information provided in the complaint needs to be supplemented, Mindgram shall, before considering the complaint, ask the complaining User or User Family Member to supplement the complaint. The time it takes for the User or the User Family Member to provide additional explanations extends the period for processing the complaint.
- 7.16. Complaints resulting from non-compliance with the content of the Terms and Conditions will be dealt with negatively by Mindgram.
- 7.17. Mindgram shall be entitled, for the purposes of ensuring the proper quality of the provision of the Services, including in order to improve the operation of the Platform, to register the activities of Users or User Family Members on the Platform and, in addition, to contact Users or User Family Members in order to survey their level of satisfaction with the use of the Platform.

- 7.18. Mindgram will not consider complaints with regard to the performance of the Terms and Conditions if the Services provided by Mindgram, in the form of access to the Platform, comply with the Terms and Conditions, i.e. in particular if the description, type, quality, completeness, functionality, compatibility, interoperability and availability of updates, as well as suitability for the specific purpose for which the Services are needed by the User or User Family Member, which the User or User Family Member notified Mindgram of at the latest at the time of the conclusion of the contract and which Mindgram has accepted, remain in compliance with the Terms and Conditions. In addition, Mindgram's Services comply with the contract by way of acceptance of the Terms and Conditions if: they are suitable for the purposes for which goods of that kind are normally used, taking into account applicable law, technical standards or good practice, and are in such quantity and have such features, including durability and safety, as well as functionality and compatibility, as are typical of goods of that kind and which the User or User Family Member may reasonably expect, taking into account the nature of the goods and the public assurance given by Mindgram; are of the same quality as the test or trial versions of the Platform made available by Mindgram to the User or User Family Member; Mindgram informs the User and User Family Member of updates and provides them in a timely manner; Mindgram provides the User and User Family Member with appropriate instructions on how to use the Platform.
- 7.19. Mindgram shall not be liable for the non-conformity of the Services provided on the Platform with the agreement concluded by acceptance of the Terms and Conditions if the User or User Family Member fails to install the updates provided by Mindgram within a reasonable time, if the non-conformity is solely due to the lack of updates and Mindgram has informed the User or User Family Member of the update and the consequences of not installing it, and the failure to install or improper installation of the update was not due to errors in the installation instructions provided by Mindgram.
- 7.20. Mindgram's liability to Users and User Family Members for non-performance or improper performance of the Terms and Conditions shall be governed by the relevant provisions of law, in particular the Consumer Rights Act and the Civil Code. In particular, Mindgram shall be liable for any non-compliance of the Services with the Terms and Conditions that occurred or became apparent at the time the Services were to be delivered. The Services shall be in compliance for the duration of their delivery.

8. INTELLECTUAL PROPERTY

- 8.1. Mindgram declares that it has unrestricted copyright in the Platform, as well as the rights to use and distribute the Materials made available via the Platform. To the extent that the AI can be used on the Platform, Mindgram holds the relevant copyright in the AI or has obtained the relevant licences for its use.
- 8.2. Mindgram grants the User or the User's Family Member, as applicable, a territorially unlimited non-exclusive licence for the duration of the Agreement to use the Platform and the Materials made available through it, in accordance with the conditions and restrictions set out in these Terms and Conditions without the right to grant further licences, in the following fields of exploitation: display using a computer, mobile device (including mobile phones) or other electronic devices.
- 8.3. Mindgram reserves all rights to the Platform and the Materials made available through it not expressly granted to Users or User Family Members under the Agreement. The Licence does not allow a User or User Family Member in particular to: (a) reproduce, distribute, rent, dispose of and in any other way redistribute directly or indirectly the Platform or the Materials, (b) modify, reverse engineer or otherwise interfere with the Platform software, (c) use and develop Mindgram's intellectual property, including the

Platform and the Materials, (d) use Mindgram's intellectual property for an unlawful purpose or to the detriment of Mindgram. Any behaviour fulfilling the above-mentioned prerequisites will be treated as a breach of the Agreement.

- 8.4. The Service contains content and technology developed by Mindgram or Mindgram's licensors, including AI technology, which are protected by copyright, trademark, trade secret and other laws. As between the Parties, Mindgram is the owner or licensee of the intellectual property and other proprietary rights in the Service and AI, including but not limited to the design, graphics, logos, functionality and related documentation (the "Property"). You may not: copy, modify or reverse engineer any part of the Platform or any of the Materials; or rent, sell, lease, distribute, provide or otherwise use the Service to any third party.
- 8.5. This Agreement does not transfer to you or any Member of your Family any property or intellectual property of any third party, and all right, title and interest in and to such property will remain exclusively with Mindgram or their respective owners. All such rights are reserved.
- 8.6. The names, logos or trademarks of third-party companies and products of other users may be trademarks of their respective owners.
- 8.7. By accepting the Terms and Conditions, the User or Member of the User's Family, respectively, agrees that their image or work may be recorded and made public, as well as that these works may be integrated into the content of the Platform or the Materials (collective work), and grants a free, perpetual licence to use the aforementioned works in the event that, during the use of the Platform or the Materials, there is a connection to the User or Member of the User's Family in such a way that their image, opinions, statements, presentations, etc. become part of the content of the Platform or the Materials.
- 8.8. If, in connection with the use by the User or a Member of the User's Family of the workshops referred to in sec. 5.1.1. or 5.2.1. of the Regulations, information is provided by the User or a Member of the User's Family which constitutes a secret subject to protection under separate regulations, the User or the Member of the User's Family, respectively, shall be obliged to inform Mindgram immediately. Mindgram will take appropriate necessary factual and legal actions to secure the protected content, to inform the persons or entities owning the protected content. Mindgram is not responsible for statements, opinions, recommendations, actions of omission made by speakers, Users, Family Members of webinar Users. These individuals are free to speak and all statements and actions are taken on behalf of and for their own account.

9. USER CONTENT

- 9.1. The User or Member of the User's Family, respectively, shall be fully responsible for the content and contributions posted on or through the Platform, including their quality and legality, as well as for any damage resulting from such content. By making content and contributions available through the Platform, the User or Member of the User's Family, respectively, represents and warrants that:
 - 9.1.1. has all rights, powers and authorisations necessary to make the content available to Mindgram,
 - 9.1.2. content posted by you or your Family Member is not spam, is not machine-generated or random, and does not contain unethical or unsolicited commercial content designed to drive traffic to third-party sites or increase search engine rankings of third-party sites or further illegal activities (e.g., phishing) or to mislead viewers as to the source of the material (e.g., impersonation);

- 9.1.3. the content posted by the User or a Member of the User's Family is not pornographic, does not contain threats or incitement to violence and does not infringe on the privacy or publicity rights of third parties;
 - 9.1.4. content posted by you or your Family Member is not advertised through unsolicited email, such as spam links on newsgroups, email lists, other blogs and websites and similar unsolicited promotional methods;
 - 9.1.5. content posted by you or a Member of your Family is not presented in a way that would mislead readers into believing that you are another person or a User or Member of your Family,
 - 9.1.6. agrees that content posted by the User or Family Member may be processed or used by AI to the extent AI is used on the Platform.
- 9.2. Without limiting any of the foregoing representations or warranties, Mindgram reserves the right, in its sole discretion, to remove any content from the Platform or to terminate or deny access to the Platform, in whole or in part relating to the infringing functionality and use of the Platform to Users or User Family Members, in the event that the posting of User Content or the activity of a User or User Family Member violates these Terms of Use, good morals or generally applicable law.
- 9.3. If a third party makes a claim regarding content posted by a User or User Family Member, Mindgram will promptly provide the User or User Family Member with information about the claim.
- 9.4. Mindgram respects the intellectual property of third parties. If you believe that material located on or linked to by Mindgram constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify Mindgram. Mindgram will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Mindgram will disable or terminate a User or User Family Member's access to and use of the Service if, under appropriate circumstances, the User or User Family Member is found to be repeatedly infringing the rights of others. In the event of such disabling or termination, Mindgram will not be obliged to refund any amounts previously paid to us.
- 9.5. In the event that a User or User Family Member withdraws from the Agreement, Mindgram will not, from the date of receipt of the withdrawal notice, use content other than personal data provided or created by the User or User Family Member in the course of using the Platform provided by Mindgram, except content that, relates exclusively to the User's or User Family Member's activity in the course of using the Platform, has been combined by Mindgram with other data and cannot be extracted from it or can only be extracted with disproportionate effort, has been produced by the User or User Family Member jointly with other Users or User Family Members who may further use it.
- 9.6. With the exception of content that is only useful in connection with the use of the Platform, relates exclusively to the User's or User Family Member's activities in the course of using the Platform, has been merged by Mindgram with other data and cannot be extracted from it or can only be extracted with disproportionate effort, Mindgram shall, at the request of the User or User Family Member, make available to the User or User Family Member content other than personal data that has been provided or created by the User in the course of using the Platform. The User and the User Family Member shall have the right to recover the digital content from Mindgram free of charge, without hindrance from Mindgram, within a reasonable time and in a commonly used machine-readable format.

10. USER FEEDBACK

- 10.1. Mindgram uses feedback from Users or User Family Members on the Service, in ongoing social media and other promotional materials and verifies that the feedback was provided by a User or User Family Member using the Service.
- 10.2. Mindgram, for the purpose of the verification referred to in para. 9.1 above, it periodically sends to its customers at the addresses provided at the time of registration a request for feedback in the form of an e-mail, together with permission to publish their image and name. Mindgram does not use opinions other than those obtained in this way.

11. NEWSLETTER

- 11.1. As part of the Service, Mindgram offers the possibility to subscribe to receive, at the electronic mail (e-mail) address provided by the user, periodic messages containing information regarding the services (including promotions) offered on the Service and the Platform ("Newsletter Service"). .
- 11.2. Provision of the Newsletter Service shall commence upon the conclusion of an agreement for the use of the Newsletter Service, which agreement shall be concluded by the user by completing the Newsletter form available on the Site and accepting the terms and conditions of the Privacy Policy.
- 11.3. The User, by concluding a contract for the Newsletter Service with Mindgram, provides his/her electronic mail address (e-mail) in order to receive advertising and promotional messages from Mindgram concerning the products and services offered on the Website and the Platform.
- 11.4. In order to use the Newsletter Service it is necessary for the user to have access to the Internet and to have an active electronic mail address (e-mail). At the same time, it should be noted that the use of the Newsletter Service does not require any specific technical requirements, with the exception of having an operating system and an Internet browser or a standard application or system for handling e-mail.
- 11.5. Mindgram, in the performance of the contract for Newsletter service concluded with the user, will send the user, at any time and frequency chosen by the user, to the user's electronic mail address (e-mail), indicated in the form, advertising and promotional messages regarding products and services offered on the Website and the Platform. At the same time, Mindgram stipulates that the sending of advertising and promotional messages will take place at least once every two months.
- 11.6. The Newsletter service is free of charge and is provided for the entire duration of the contract referred to in point. 10.2 of the Terms and Conditions.
- 11.7. The Newsletter Service may be used by any person who fulfils the requirements for concluding an agreement set out in sec. 10.2. of the Terms and Conditions. Meeting the requirements specified in item. 10.2. of the Terms and Conditions and clicking on the indicated button shall result in sending the provided e-mail address of the user to Mindgram and initiation of Newsletter Service provision by Mindgram.
- 11.8. The individual messages sent as part of the Newsletter Service constitute works as defined by copyright law and are subject to protection as defined by law. Any copying, modification and use in a manner contrary to the intended use or without Mindgram's consent may constitute an infringement. The user is fully responsible for the infringement mentioned in the previous sentence.
- 11.9. The Newsletter Service Agreement is concluded for an indefinite period of time.
- 11.10. The user has the right to terminate the Newsletter Service Agreement with 14 days' notice.
- 11.11. Mindgram has the right to terminate the Newsletter Service Agreement with 14 days' notice.

- 11.12. The User shall terminate the Newsletter Service agreement by sending to Mindgram at the e-mail address customercare@mindgram.com or by correspondence to the address: ul. Marszałkowska 76, 00-517 Warsaw a statement on the termination of the agreement or by clicking on the resignation link located in the footer of each message sent.
- 11.13. Mindgram may terminate the contract for use of the Newsletter Service by sending a statement of termination to the user at the e-mail address provided by the user at the time of conclusion of the contract.
- 11.14. Mindgram may, for valid reasons, suspend the Newsletter Service after informing the user at the e-mail address provided by the user at the time of conclusion of the contract.
- 11.15. Mindgram has the right to delete an invalid or non-existent e-mail address provided by the user, once it has been verified.
- 11.16. Pursuant to the Consumer Rights Act of 30 May 2014 (as amended), the user who is a consumer has the right to withdraw from the Newsletter Service within 14 days, without stating any reason and without incurring any costs. To comply with this deadline it is sufficient to send the declaration before its expiry, by e-mail to the e-mail address: customercare@mindgram.com or by correspondence to: 76 Marszałkowska Street, 00-517 Warsaw. Upon receipt of the statement referred to in the preceding sentence, Mindgram will confirm its receipt by a return message.
- 11.17. In the event of withdrawal from the Newsletter Service, the contract shall be deemed not to have been concluded and the user who is a consumer shall be released from all obligations.
- 11.18. Complaints concerning the provision of the Newsletter Service by Mindgram should be submitted to the following email address: customercare@mindgram.com.
- 11.19. In the complaint, the data of the person making the complaint should be provided, as well as the data necessary to send information on the outcome of the complaint, and a description of what the irregularities in the Newsletter Service consisted of and what is expected from the resolution of the complaint.
- 11.20. Mindgram will consider the complaint within 14 days of receipt.

12. PERSONAL DATA

- 12.1. Mindgram (the "Administrator") is the controller of the User's and User Family Member's personal data. Mindgram processes the personal data of Users and User Family Members in accordance with the principles set out in the Privacy Policy.
- 12.2. Mindgram has appointed a Data Protection Officer, who can be contacted on matters relating to data protection at the following email address: gdpr@mindgram.com.
- 12.3. Mindgram is committed to respecting the privacy of individuals using Mindgram's services. Mindgram guarantees the confidentiality of any personal data provided and ensures that all security and data protection measures required by data protection legislation are taken. Personal data shall be collected with due care and adequately protected against access by unauthorised persons.

13. RESPONSIBILITY

- 13.1. Mindgram stipulates that any actions of Users or User Family Members applied on the basis of the content on the Platform can only be taken at the own risk of the person taking them.
- 13.2. Mindgram is not responsible for:
- 13.2.1. the manner of use of the Materials made available to Users or Members of the User Family in connection with the use of the Platform, as well as the actions and

- consequences of the actions taken by Users as a result of the use of the Services indicated in clauses 5.1.3. and 5.1.4. of the Regulations,
- 13.2.2. damages resulting from disruptions in the operation of the Platform, unavailability or reduced availability of the Platform due to causes beyond Mindgram's control or which have occurred as a result of events that Mindgram could not have prevented with due diligence, including circumstances on the part of the Application Providers,
 - 13.2.3. damage caused by the User or User Family Member's failure to comply with the Terms and Conditions,
 - 13.2.4. the consequences of the use by Users of the Materials made available in connection with the use of the Platform or the Services referred to in par. 5.1.3. and 5.1.4. of the Terms of Use, in particular Mindgram stipulates that the provision of Materials and the provision of Services, takes place without a medical interview, including without having the results of the Users' examinations and detailed information on their state of health, while the Materials made available and the proposals of actions to be taken cannot replace professional medical advice or individual specialist consultations,
 - 13.2.5. damages due to the infringement of any intellectual or industrial property rights by Users or Members of the User's Family,
 - 13.2.6. damages related to the operation of malicious or harmful software unlawfully introduced by the User, the User's Family Member or third parties, for which Mindgram is not responsible,
 - 13.2.7. The actions of Users or Members of the User's Family relating to the use of the Platform, in particular for the way in which the Platform is used, the use of the User's content by other Users. In particular, for the infringement of any intellectual or industrial property rights by Users.
- 13.3. During the period of Force Majeure, the execution of the works and Mindgram's obligations, to the extent covered by the Force Majeure, may be suspended. The suspension also applies to liability for failure to fulfil contractual obligations.
- 13.4. Access to the information required to be provided to the User under Article 6 of the Act on Provision of Electronic Services (Journal of Laws of 2020, item 344, as amended) will be provided by Mindgram via the website or by e-mail.

14. AMENDMENT TO THE RULES OF PROCEDURE

- 14.1. Mindgram retains the right to amend the Terms and Conditions for important reasons, in particular in the event of: a change in applicable legislation affecting the content of the Terms and Conditions, a change related to the scope of functionality of the Platform, a change in technical requirements.
- 14.2. Mindgram will inform Users and User Family Members via an email addressed to the email address indicated by the User or User Family Member in the User Account or User Family Member Account of the planned change to the Terms and Conditions at least 14 days before the effective date. The Terms and Conditions as amended shall enter into force on the date indicated by Mindgram. If the Terms and Conditions are amended by the effective date of the changes to the Terms and Conditions, the User and User Family Member shall have the right to terminate the Agreement at no additional cost with effect from the effective date of the changes to the Terms and Conditions.
- 14.3. In the absence of termination of the Agreement by the User or a Member of the User's Family within the period indicated above, the Regulations as amended shall come into force on the date indicated by Mindgram.

14.4. Provisions of the Terms and Conditions that could constitute prohibited contractual provisions from the register kept by any supervisory authority (abusive clauses) are not binding on Consumers.

15. FINAL PROVISIONS

15.1. The Terms and Conditions shall apply to you or your Family Member, as applicable, for an indefinite period of time, subject to clause 14.2 below.

15.2. The agreement concluded between Mindgram and the User on the basis of the accepted Terms and Conditions shall expire in the event of termination or expiration of the agreement concluded between the Partner and Mindgram, in connection with the performance of which the User Account or the User Family Member Account was created. In such a case, Mindgram shall block the User and the User Family Member's access to the User Account and the User Family Member's Account and the Services, within the period specified in the preceding sentence.

15.3. The User Account or User Family Member Account shall be blocked if the User Account or User Family Member Account is not activated within 24 hours from the moment of registration, according to the rules indicated in point. 4. of these Regulations.

15.4. Mindgram has the right to terminate the Agreement with immediate effect, which will result in Users or User Family Members being blocked from accessing the Platform, in the event that a User or User Family Member violates the provisions of these Terms and Conditions.

15.5. The law applicable to the obligations arising from the Terms and Conditions will be Polish law, provided that this does not deprive the Consumer of the protection afforded to him/her under provisions that cannot be excluded by contract, under the law that would be applicable in the absence of choice according to the relevant provisions. Likewise, in the case of any conflicts or discrepancies of consumption (both for Users from Poland and for other consumers from EU member states) that may arise from this contractual relationship, Mindgram informs that the online platform for the resolution of disputes, between consumers and sellers, at EU level (ODR platform) referred to in the preceding lines, at <http://ec.europa.eu/consumers/odr/> will apply.

15.6. Pursuant to the provisions of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution in consumer matters, Mindgram also informs that, in the event of a dispute, Users residing in the European Union may use the "Online Dispute Resolution Platform" developed by the European Commission to try to resolve out-of-court any disputes arising from the provision of services by Mindgram.

The "Online Dispute Resolution Platform", can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>.

15.7. Notwithstanding the Online Dispute Resolution Platform, Mindgram informs the User and the User's Family Member who is a Polish Consumer of the possibility to use out-of-court complaint and redress procedures. With regard to Polish Consumers, the rules of access to these procedures are available at the offices or on the websites of entities entitled to out-of-court dispute resolution. Information on the Polish consumer's possibility to use out-of-court ways of dealing with complaints and pursuing claims, as well as the rules of access to those procedures are available at the following websites of the Office of Competition and Consumer Protection:

http://www.uokik.gov.pl/spory_konsumenckie.php

http://www.uokik.gov.pl/sprawy_indywidualne.php

http://www.uokik.gov.pl/wazne_adresy.php.

These may include, in particular, consumer ombudsmen or Voivodship Inspectorates

of Trade Inspection, the list of which is available at the website of the Office of Competition and Consumer Protection at http://www.uokik.gov.pl/spory_konsumentenckie.php.

- 15.8. The information referred to in pt. 14.7 above The consumer can also obtain the information referred to in point 14.7 at the offices and on the websites of county (city) consumer ombudsmen, social organisations whose statutory tasks include consumer protection and Provincial Trade Inspection Inspectorates.
- 15.9. As far as the Polish Consumer is concerned, he/she has in particular the following possibilities to make use of out-of-court complaint and redress procedures:
 - 15.9.1. the possibility of resorting to a permanent amicable consumer court operating at the Trade Inspection,
 - 15.9.2. the possibility of applying to the provincial inspector of the Trade Inspection to initiate mediation proceedings for an amicable conclusion.
- 15.10. With regard to other Consumers from countries belonging to the European Union, Mindgram informs that a platform for online dispute resolution between consumers and traders at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>.
- 15.11. Notwithstanding the foregoing, Mindgram and the User or User Family Member, as applicable, shall use their best efforts to resolve any disputes amicably.
- 15.12. The parties agree that if any part of the Terms and Conditions proves to be invalid, ineffective, otherwise legally defective or unenforceable, the remainder of the Terms and Conditions shall remain in full force and effect. In the event of a provision affected by invalidity, ineffectiveness, other defect in law or unenforceability, the Parties will agree in good faith, to the maximum extent possible, on alternative provisions that will be binding and enforceable, reflecting the original intent of the Parties.
- 15.13. These Regulations shall enter into force on 08.08.2024.