

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** – means personal data as defined in Article 4 (1) of GDPR
 - 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;
 - e. **User’s Close Person** – an adult person indicated by the User, whose data in the form of a User’s Close Person’s e-mail address is entered by the User in the tab in the User Account, where one User may not indicate more than 5 User’s Close Persons;;
 - f. **User’s Close Person Account** – the individual account of a User’s Close Person of the Mindgram Platform that enables the use of the Mindgram Platform available after successful registration and login to the Platform;;
 - g. **Privacy Policy** – Privacy Policy of Mindgram that specifies the rules for saving and accessing data on Users’ or User Close Person’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 Close Person’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.mimdgram.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);
 - l. **Scope of Services** – the scope of Services selected by the Ordering Party in the Order, from those offered via the Platform.
 - m. **Account Pool** – the number of User Accounts created for the Ordering Party in connection with the execution of the Agreement. User’s Close Person Accounts shall not be included in the number in question;
 - n. **Technical Interruption** – a break in access to the Platform, lasting no more than 24 hours in any calendar month, resulting from the need to perform maintenance work or upgrades, making it difficult or impossible to use the Services;
 - o. **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 Close Persons, the acceptance of which by the User or their Close Person is a condition for using Mindgram services, available on the website <https://mindgram.com/en/terms-of-service/>;
 - p. **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);
 - q. **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;
 - r. **Parties** – Mindgram and the Ordering Party, respectively;
 - s. **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;
 - t. **Services** – the functionalities specified in the Order, selected by the Ordering Party from among all the functionalities available on the Platform, which will be provided to Users within the framework of the Subscription Fee;
 - u. **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;
 - v. **Supplier** – third parties who provide additional services purchased via the Platform directly to Users, which additional services are ordered directly by Users but are provided directly by third parties;
 - w. **Consumer Price Index** – means the rate of increase in the prices of consumer goods and services set out in the Announcement of the President of the Central Statistical Office (the so-called inflation index) for the previous year published on the website of the Central Statistical Office;
 - x. **Order** – a form that shall be accepted and signed by both Parties and is tantamount to the conclusion of an Agreement;
 - y. **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 and the scope of the Services described therein. These T&Cs are applicable to the Services commissioned to Mindgram on the basis of a signed Order and within the Scope of Services selected in the 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. 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.
3. 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 within the scope of Services specified in the Order, and the Ordering Party agrees to pay Mindgram the Activation fee, Subscription Fee, as well as Additional Fee if agreed, as indicated by the Parties in the Order.
2. The Ordering Party selects in the Order the scope of functionality to be provided as part of the Services from among all the functionalities available on the Platform.
3. Detailed descriptions of the functionalities included in the Services selected by the Ordering Party, as referred to in § 3(2) of the Terms of the Platform, shall be described in the Order.
4. 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's Close Person must meet in order to be able to use the different functionalities of the Platform through the Website or the Application, referred to in § 3(1) and 3(2) of the Terms of the Platform; 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.
5. The Ordering Party may order Mindgram to provide other services or functionalities not specified in the Order for additional remuneration. The order for additional services will be submitted in documentary (email) form and approved by the Parties in documentary (email) form.
6. Mindgram, as part of the Platform, may allow Users or User's Close Persons to order additional Services or functionalities to be provided by Mindgram for additional remuneration payable directly by Users or User's Close Persons.
7. Mindgram enables also for the User or the User's Close Person to purchase directly other services on the Platform provided by Suppliers. In such a situation, the agreement for these services will be concluded directly by the User or the User's Close Person with the Supplier. In such a situation, the Supplier will be the only entity responsible for the performance of the service purchased by the User or the User's Close Person. The scope, manner of provision of the services, as well as the parties' responsibilities, shall be regulated in separate regulations placed on the Platform in the section enabling such purchases, which shall be additionally accepted by the User or the User's Close Person respectively at the stage of ordering such additional services.
8. The language availability of individual Services may vary and is dependent on Mindgram's current technical and operational capabilities.

§ 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](#) via the website app.mindgram.com; the access granted to User's Close Persons is not included in the Account Pool indicated in the Order;
 - b. provide User's Close Persons access to the Mindgram Platform by creating a User's Close Person Account, the creation of which shall be made possible to the designated User's Close Person by entering the User's Close Persons'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's Close Persons creates a User's Close Person Account and accepts the [Terms of the Platform](#), and then can access the Platform;
 - c. ensure the proper operation of the Mindgram Platform after the Service Start Date.
2. The technical requirements for using the Platform through the Website and the Application, that the User or User's Close Person 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's Close Persons via the User Account or the User's Close Person Account with uninterrupted and secured access to the Platform except for Technical Interruptions.
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 and shall allow them solely to register their Account.
3. In order to use a User Account, the User must register using 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 by clicking on the "Register" button.
4. A change to the:
 - a. number of possible User Accounts for employees and collaborators of the Ordering Party (Account Pool);
 - b. scope of Services provided;
 - c. additional services;is possible after the Ordering Party makes a request via email to the e-mail address indicated in the Order and after confirmation this by Mindgram and making any additional valuation of the Services related to this change.
5. A User's Close Person 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's Close Person 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's Close Person Account, the User's Close Person must register via the link sent to them at the email address provided by the User. After the User's Close Person clicks on the link, it will be possible for them to set up an account. After the User's Close Person sets up an account, an activation link shall be sent to the User's Close Person's email address. Activation of the User's Close Person 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. A Technical Interruption does not constitute improper performance of the Service by Mindgram, as long as it does not last longer than specified in the definition of Technical Interruption.
2. If a Technical Interruption occurs, 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's Close Person shall be entitled to report that irregularity to Mindgram via email at customercare@mindgram.com. Customer Service for an Ordering Party, Users, and User's Close Persons 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's Close Person 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.
6. In the event that, for reasons attributable to Mindgram, a Technical Interruption lasting longer than 24 hours occurs, the Ordering Party shall be entitled to a proportional reduction in the Subscription Fee for the billing period directly following the month in which the Technical Interruption occurred, whereby the amount of the reduced Subscription Fee for the subsequent billing period shall be calculated according to the following formula:
$$OA = (OAS / IDM) * (ID+1)$$
whereby:
 - OA - means the reduced Subscription Fee for the billing period directly following the month in which the Technical Interruption occurred,
 - OAS - the full amount of the Subscription Fee for the full billing period,
 - IDM - number of days in a calendar month,
 - ID - the number of days in the calendar month in which there was no Technical Interruption in access to the Platform lasting longer than 24 hours.

§ 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. The Ordering Party shall pay Mindgram a one-off fee in the amount specified in the Order (hereinafter referred to as the "Activation Fee") for activating the Services and performing preparatory activities related to preparing the Platform to provide the Services to the Ordering Party's Users. The

Activation Fee will be payable together with the first invoice for the first Subscription Fee.

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 Subscription Fee, the Activation Fee and the Additional Fee shall hereinafter be referred to as the “Fees” and each of them as a “Fee”. The accounting period shall be the period indicated 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 Subscription Fee for the current calendar month and for Activation Fee shall be issued immediately after the Service Start Date indicated in the Order, and each subsequent invoices for Subscription Fees 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 indicated in the Order 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. 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**”).
13. Mindgram undertakes to immediately inform the Partner about the loss of the status of an active VAT payer.
14. The fees for the provision by Mindgram to the Ordering Party of the Services covered by the Agreement will be indexed at the end of each Agreement year, effective on the first day of the billing period directly following the automatic extension of the Agreement. The Fees will be increased by a percentage equal to the increase in the Consumer Price Index announced for the previous calendar year for the period between the first and last day of the Agreement term prior to its automatic extension. The Fees so amended shall become Fees within the meaning of this Agreement. If the Consumer Price Index does not increase or decreases in a given Agreement year, the Fees shall remain unchanged. The annual indexation of the remuneration does not constitute an amendment to the Agreement and does not require the signing of an annex to the Agreement.

§ 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's Close Person for reasons not attributable to Mindgram;
 - b. damages caused in relation to the creation of a User Account or a User's Close Person Account to a person who is not an employee or a collaborator of the Ordering Party or a person indicated by the User as the User's Close Person;
 - c. damages caused by the failure of the User or User's Close Person to comply with the provision of the [Terms of the Platform](#);
 - d. the consequences of using the Platform by Users or User's Close Persons, 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;
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 Subscription Fees received by Mindgram from the Ordering Party for the duration of 3 months preceding the date on which the damage occurred.
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 generally applicable law, particularly the provisions of the GDPR.
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. For the avoidance of doubt, the Parties do not provide each other with any Personal Data since:
 - a. the User shall himself/herself and voluntarily provide, through the Platform, the personal data necessary for Mindgram to provide the Services to him/her, by which he/she shall become their Administrator;
 - b. the Ordering Party is the Administrator of the Users' data as its employees or collaborators.
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's Close Person's personal data on the terms set out in [Privacy Policy](#).

§ 11. DURATION OF THE AGREEMENT

1. The Agreement shall be concluded for a fixed period of 12 months, subject to paragraph 2, unless otherwise specified 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.

§ 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.
2. The Ordering Party shall be informed, at least 7 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. Should the situation referred to in § 13(2) of the T&Cs arise, the Ordering Party may, within 7 days of being notified of the amendment to the T&Cs, terminate the Agreement, effective as of the date of entry into force of the amendments to the T&Cs. 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 consents to publication for the duration of the Agreement the information on cooperation of the Parties: 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 and promotion 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 and shall apply to Agreements concluded as from 8 November 2024.

Annexes:

1. Data Privacy Notice

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 in Warsaw at ul. Marszałkowska 76, 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.
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.
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).