

MINDGRAM PLATFORM TERMS OF SERVICE ("TERMS")

These Terms set forth the general rules and the manner of providing services by electronic means by Mindgram pursuant to Art. 8 sec. 1 point 1 of the Act of 18 July 2002 on providing services by electronic means (Journal of Laws of 2017, item 1219, as amended).

By commencing the use of the Service, the User confirms that they have read the Terms, understand and accept their content, and undertake to comply with them.

1. DEFINITIONS

1.1. Any definitions and expressions used below shall apply to the Terms, as well as to other actions related to the performance of the Agreement:

1.1.1. **Application** – the Mindgram mobile application, through which it is possible to use the Mindgram Platform on mobile devices;

1.1.2. **Account** – a personalized User panel in which User data is saved, available upon effective registration and logging into the Platform;

1.1.3. **Minor** - any person over 13 years of age and up to 18 years of age, being under the parental authority, care, or guardianship of the User or the Dependent User, whom the User or the Dependent User enables to use selected Mindgram Services via their Account;

1.1.4. **Mindgram** – Mindgram sp. z o.o. with its registered office in Warsaw, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under KRS number: 0000881002;

1.1.5. **Partner** – a natural person, a legal person, or an entity without legal personality, with whom Mindgram has concluded a separate service agreement, on the basis of which Mindgram provides Services to Users indicated by the Partner or undertakes to provide Services to Dependent Users indicated by the Main Account Owner;

1.1.5a. **Medical Partner** – an unaffiliated with Mindgram medical entity or a medical healthcare provider, including in particular Centrum Psychoterapii i Coachingu Synergia Martyna Jasińska, being the seller of the Voucher with whom Mindgram has concluded a separate agreement, on the basis of which the User may use the Medical Partner's offer in the form of an online medical

appointment (psychiatric consultation) provided by the Medical Partner outside the Mindgram Platform on the basis of a Voucher. The subject of the aforementioned separate agreement concluded with the Medical Partner is Mindgram's intermediation in concluding agreements between the Medical Partner and its clients and concluding them on behalf of the Medical Partner, including the authorization to accept payment and sell Vouchers on behalf of and for the benefit of the Partner. Mindgram does not sell or provide the Medical Partner's offer in the form of the aforementioned online medical appointment carried out by the Medical Partner. The agreement for the delivery and purchase of the aforementioned Medical Partner's offer shall be concluded between the User and the Medical Partner at which the Voucher will be redeemed, and Mindgram shall conclude the agreement on behalf of the Medical Partner and as its agent in all cases. Mindgram only issues, sells, and delivers Vouchers on behalf of and for the benefit of the Medical Partner;

1.1.6. **Platform or Mindgram Platform** – the Mindgram platform through which Mindgram provides Services to the User, available via the website app.mindgram.com or the Application;

1.1.7. **Privacy Policy** – a document governing the security of privacy protection and the processing of User's personal data, available at: <https://mindgram.com/pl/polityka-prywatnosci/>;

1.1.8. **AI** – artificial intelligence, i.e., an application and software demonstrating human capabilities, such as reasoning, learning, planning, and creativity, enabling technical systems to perceive their environment, deal with the environment, with what they perceive, and solve problems, acting towards achieving a specific goal;

1.1.9. **Party/Parties** – respectively: the User, the Dependent User or Mindgram / the User, the Dependent User and Mindgram;

1.1.10. **Agreement** – the agreement concluded between Mindgram and the User through the acceptance of the Terms, regarding the use of the Service by the User or the Dependent User; for the avoidance of doubt, applies accordingly in the case of a User purchasing a Voucher in accordance with point 5b of the Terms;

1.1.11. **Service** – the service provided by Mindgram to the User on the basis of the Terms accepted by the User, consisting of enabling the User to use the Platform's resources within the scope specified in the agreement between the

Partner and Mindgram; for the avoidance of doubt, applies accordingly in the case of a User purchasing a Voucher in accordance with point 5b of the Terms;

1.1.12. **User** – an adult natural person concluding an agreement with Mindgram through the acceptance of the Terms, in connection with the performance of which Mindgram provides the Service via the Account; for the avoidance of doubt, applies accordingly in the case of a User purchasing a Voucher in accordance with point 5b of the Terms;

1.1.13. **Dependent User** – an adult natural person to whom the Main Account Owner has provided a link enabling the creation of an Account on the Platform; unless the Terms provide otherwise (points 4.10.-4.11., 5.2., 16.3.), the provisions regarding the User shall apply to and with respect to the Dependent User (including in the definitions);

1.1.14. **Main Account Owner** – a natural person who provides a link enabling the use of Mindgram Services and who administers the Accounts; with respect to the Dependent User, the Main Account Owner is the User.

1.1.15. **Voucher** – means a unique voucher (having a unique code), provided to the User and the Medical Partner, entitling the Voucher holder (User) to the performance of a service by the Medical Partner in the form of an online medical appointment (psychiatric consultation) provided outside the Platform by the Medical Partner on the terms and conditions set out on the Voucher and the documents provided with the Voucher, if applicable (one Voucher covers one online medical consultation and is subject to redemption in full within the period indicated on the Voucher; Vouchers are not subject to partial or gradual redemption).

2. GENERAL TERMS AND CONDITIONS OF USING THE MINDGRAM PLATFORM

2.1. These Terms set forth the rules and conditions for using the Mindgram Platform provided by Mindgram via the website and the Application.

2.2. Prior to concluding the Agreement and creating the Account, Mindgram makes the Terms available on the Platform in a manner that enables their downloading, reproduction, and recording by means of the IT system used by the User.

2.3. Any deviations from the Terms shall bind the Parties only if they are agreed upon in documentary form between the Parties.

2.4. Except for Services which are dedicated to Minors, the Mindgram Platform is intended exclusively for persons who have reached 18 years of age. Using the Platform is tantamount to confirming that the User is an adult.

2.5. By using the Platform, the User confirms that they have read the Terms, accept their content, and undertake to comply with them. At the same time, by accepting the Terms, the User consents to Mindgram's use of AI to perform Services on the Platform or support the performance of these Services in accordance with the rules of the Terms. Pursuant to Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (Artificial Intelligence Act), Users are transparently informed that a given Service uses AI, contents generated by AI require verification, and the responsibility for using AI outcomes rests with the User. At the same time, Mindgram ensures that the AI system intended to interact directly with Users has been designed and developed in such a way that Users are informed that they are interacting with an AI system, in a clear and distinct manner on the Platform no later than at the time of the first interaction with AI or the first use of AI. Furthermore, Mindgram ensures that the outputs of the AI system are in each case marked on the Platform in a machine-readable format for the User and are detectable as artificially generated or manipulated.

2.6. For important reasons, understood as the need to develop the Platform or adapt it to current technical requirements, including the possibilities of using AI, Mindgram may modify or add individual functionalities of the Platform.

2.7. Mindgram provides User support, including responding to User requests and inquiries on business days between 8:00 a.m. and 5:00 p.m.

2.8. It is prohibited to use the Application and the Platform in a manner contrary to the provisions of these Terms, applicable laws, good practices, and principles of community coexistence. It is prohibited for the User to provide unlawful content on the Platform. In particular, it is prohibited to place materials on the Platform that may infringe the rights or personal interests of third parties or constitute materials that may be used for unlawful purposes. It is also prohibited to interfere with the integrity of the content and form of the Platform or the Application, and furthermore: to use them to store or transmit malicious code, send spam, interfere with or disrupt the integrity or performance of the Service or third-party

and other Users' data contained therein, attempt to gain unauthorized access to the Service or its related systems or networks, copy the Service or any part thereof, gain access to the Service in order to create competitive products or services.

2.9. Subject to the following sentence, the use of the Platform by the User does not require a separate payment, and the remuneration in this respect is included in the remuneration that the Partner pays to Mindgram on the basis of and under the concluded agreement. The above rule does not apply to selected Services for which Mindgram provides for individual User payment, on the terms set forth in Chapter 5a of the Terms and in a separate price list.

3. TECHNICAL REQUIREMENTS FOR USING THE PLATFORM

3.1. In order to use the Platform via the website, the User must meet the following technical requirements:

3.1.1. possess a computer or other electronic device with Internet access and the ability to display the Platform interface,

3.1.2. possess 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 blocking the operation of the above programs disabled,

3.1.5. possess an active e-mail account.

3.2. In order to use the Platform via the Application, the User must meet the following technical requirements:

3.2.1. possess a smartphone or tablet on which the Application has been installed, with Internet access and the ability to use the Application,

3.2.2. possess an active Account.

3.3. Failure to meet the technical conditions indicated in points 3.1. – 3.2. above does not necessarily preclude the possibility of using the Platform, with the reservation that the User bears the risk of malfunction of individual functionalities of the Platform and the inability to use individual functionalities of the Platform.

3.4. The use of the Platform via the Application is possible after downloading and installing it free of charge on a mobile device. The Application 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> (Application provider: Google LLC with its registered office in Delaware, Google Ireland Limited with its registered office in Dublin, Google Commerce Limited with its registered office in Dublin, Google Asia Pacific with its registered office in Singapore);

3.4.2. Apple Store - for iOS mobile phones - <https://apps.apple.com/pl/app/mindgram/id1621174095?l=pl> (Apple Inc., One Apple Park Way, Cupertino, CA 95014, USA).

4. ACCESS TO THE PLATFORM

4.1. In order to create an Account and obtain the status of a registered User, an appropriate registration procedure must first be completed. Logging into the Account is possible only after completing the registration procedure referred to below and creating an Account.

USER REGISTRATION

4.2. The User is entitled to complete the registration procedure provided they receive an invitation from the Partner or the Main Account Owner containing information about the possibility of using Mindgram Services via the Platform or Application. A person interested in registering is obliged to complete the registration form available on the Platform in one of the following ways:

4.2.1. providing an e-mail address and clicking the "Create account" button, or

4.2.2. providing a code and an e-mail address and clicking the "Create account" button, or

4.2.3. clicking the "Use a corporate Google account" button and providing a corporate e-mail address, provided that this option is possible only if the corporate e-mail address is an address registered on the Google platform, or

4.2.4. clicking the "Use a corporate Microsoft account" button and providing a corporate e-mail address, provided that this option is possible only if the corporate e-mail address is an address registered on the Microsoft platform.

4.3. Next, it is necessary to activate the Account using an activation link sent to the e-mail address indicated by the User. The condition for sending the activation link is the positive verification of the correctness of the e-mail address provided by the User.

4.4. The activation link sent to the User's e-mail address remains active for 24 hours from its dispatch, during which time the User is entitled to use the Account regardless of the Account activation. In order to continue using the Account, the User is obliged to activate the Account by clicking the activation link. After the ineffective expiry of the indicated period, the Account is blocked, and the User interested in using the Platform is obliged to repeat the registration procedure under the rules set out in this point 4. Upon acceptance of the Terms and activation of the Account, an Agreement based on the Terms is concluded between the User and Mindgram.

4.5. By registering an Account, the User confirms that they are a natural person of at least 18 years of age who can enter into legally binding agreements in accordance with applicable law. If it results from the agreement concluded with the Partner, the User will be obliged to provide their country of residence, employer's data, branch or organizational unit. The User further warrants that the information provided by them for the purposes of the Account is true. Providing false contact information or omitting contact information during registration, such as first and last name, address, and/or telephone number, is prohibited. While using the Platform, the User is obliged to comply with all applicable laws. Registration constitutes confirmation of having read these Terms.

4.6. During the registration procedure, the User provides a password through which they subsequently gain access to the Account. The created password should have at least 8 characters and consist of: one uppercase letter, one lowercase letter, a digit, and a special character. Mindgram recommends that, for security purposes, the password does not contain commonly used words, including names, surnames, initials, dates of birth, telephone numbers, or character sequences read from the keyboard. The User is obliged to protect the password and may not share it with third parties.

4.7. The Account is non-transferable.

4.8. The User is obliged to keep the personal data provided within the Account, which is necessary for the performance of the Agreement, up to date. Mindgram shall not bear any liability, either towards other Users or third parties, in the event that the User provides false or outdated data.

4.9. The User's logging into the Platform, after successfully completing the registration procedure, will be possible by:

4.9.1. entering the data provided during registration, i.e., e-mail address and established password, on the login page, or

4.9.2. logging in using an e-mail address registered in the Google domain, by clicking the "Continue with Google" button on the login page and logging into the account on the Google platform, or

4.9.3. logging in using an e-mail address registered in the Microsoft domain, by clicking the "Continue with Microsoft" button on the login page and logging into the account on the Microsoft platform.

DEPENDENT USER REGISTRATION

4.10. The Dependent User's Account is made available individually during the term of the Agreement at the request of the User, by entering the e-mail address of the Dependent User in the appropriate tab on the Account, to which a link to log in to the Mindgram Platform will be sent. Indicating the e-mail address of the Dependent User by the User is tantamount to the User's confirmation of the Dependent User's interest in accessing the Platform and consent to provide their e-mail address for this purpose.

4.11. In order to enable the Dependent User to create an Account, it is necessary for the Dependent User to register using the link sent to the e-mail address provided by the User. After the Dependent User clicks the link, it will be possible to create an Account. After creating the Account, an activation link will be sent to the Dependent User's e-mail address. Account activation occurs upon clicking the activation link sent to the indicated e-mail address. The activation link sent to the Dependent User's e-mail address remains active for 24 hours from its dispatch, during which time the Dependent User is entitled to use the Account regardless of activation. After the ineffective expiry of the indicated period, the Account is blocked, and the Dependent User interested in using the Platform is obliged to repeat the registration procedure under the rules set out in this point. Upon acceptance of the Terms and activation of the Account, the Agreement is concluded between the Dependent User and Mindgram.

FURTHER PROVISIONS

4.12. Mindgram provides the User, subject to a possible technical break or situations specified in point 15 of the Terms, with uninterrupted and secure

access to the Platform. Mindgram is not responsible for irregularities related to the use of the Platform via the Application to the extent that the irregularities are attributable to the Application provider.

4.13. Subject to the provisions of points 4.14. and 4.15., the User may not share the Account access data with third parties, and in the event of such sharing, bears sole liability for its consequences. The User bears sole and total liability for unauthorized access to the Platform (culpable by the User), as well as for maintaining the confidentiality of their access data and for all fees, damages, liabilities or losses incurred as a result of non-compliance with the Terms. Mindgram shall not be liable for any damages caused by the theft, disclosure of access data or authorization to enable another person to access and use the Service using the access data. The User shall make reasonable efforts to prevent unauthorized access to or use of the Service. The User bears sole and total liability for all actions taken on the Account, provided that such actions result from a failure to comply with the obligation indicated in the first sentence of this point. The User will immediately notify Mindgram of any unauthorized use of the Account or other breach of security known to them.

4.14. The User may share their Account with a Minor, solely for the purpose of the Minor's use of Mindgram Services designated within the Platform as Services intended for minors.

4.15. If so provided in the agreement concluded with the Partner, sharing the Account with a Minor is also possible by a Dependent User. The provisions of points 4.16.-4.20. shall apply accordingly.

4.16. The provision of Mindgram Services addressed to Minors is subject to the rules described in these Terms and in the Minor Protection Standards, which are published at the following link: <https://mindgram.com/wp-content/uploads/2025/09/20250924-Standardy-Ochrony-Maloletnich-Mindgram-Sp.-z-o.o.pdf>.

4.17. The User bears sole and total liability for the use of the Platform by a Minor to whom such User has provided their Account for the purposes of providing Services to them, including in particular for any actions of the Minor within the Platform.

4.18. The use of Mindgram Services by a Minor should be subject to the User's supervision, except for situations where, due to the nature of the Service provided and the need to ensure the Service's compliance with applicable

standards in the provision of such or similar Services, including in particular the need to comply with the standards of specialist support for minors, the presence of the User is not advisable. In each case, the person providing a given Service to a Minor will inform the User of the extent to which the User should be present during the provision of the Service to the Minor.

4.19. Prior to commencing the provision of Services to a Minor, the User is obliged to express consent to such provision, as well as to declare that persons holding the right to decide on significant matters of the Minor have not objected to the provision of Services to the Minor. The failure to express such consent or the lack of a declaration of no objection prevents the Minor from using Mindgram Services.

4.20. The provision of Services to a Minor also requires their consent, which may be obtained verbally, by the person providing the Service, before commencing its performance.

5. PLATFORM FUNCTIONALITIES

5.1. The User has the possibility of using development tools and specialist support via the Platform, in particular by means of the following measures:

5.1.1. participating in group workshops available via the Platform,

5.1.2. using educational materials posted on the Platform in the form of videos, audio recordings, graphics, texts, courses,

5.1.3. using the support of a development and therapy coordinator, via a chat available on the Platform,

5.1.4. using individual specialist support, within the limits specified by the Partner,

5.1.5. using functionalities consisting of monitoring the wellbeing level based on tools provided by Mindgram,

5.1.6. using HR functionalities/applications - provided that this functionality will be available exclusively to the Main Account Owner indicated by the Partner – consisting of the Main Account Owner's access to statistical data of a given Partner regarding the use of Services covered by the agreement concluded with the Partner by the Users.

5.1.7. using the Voucher purchase service enabling the Voucher holder (User) to redeem the service provided by the Medical Partner in the form of an online

medical appointment (psychiatric consultation) provided outside the Platform by the Medical Partner on the basis of a Voucher, on the principles set out in Chapter 5b of the Terms.

5.2. The Dependent User has the possibility of using development tools and specialist support via the Platform, by means of the measures specified in points 5.1.1–5.1.5 above. The Dependent User's use of the Services specified in point 5.1.4 above is in each case subject to a separate, individual payment by the Dependent User, on the terms specified in Chapter 5a of the Terms, regardless of the Service package purchased by the Partner for the User.

5.3. A Minor has the possibility of using development tools and specialist support via the Platform, through the use of individual specialist support, within the limits specified by the Partner.

5.4. Mindgram may record, share, and archive the course of the workshops referred to in point 5.1.1. of the Terms.

5.5. For important reasons, understood in particular as the occurrence of force majeure or the inability of the trainer/speaker to attend, Mindgram reserves the right to change the dates and program of the workshops referred to in point 5.1.1. of the Terms at any time, which does not constitute a breach of these Terms.

5.6. Mindgram stipulates that the support of a development and therapy coordinator, referred to in point 5.1.3. of the Terms, and specialist support, referred to in point 5.1.4. of the Terms, are based exclusively on information voluntarily provided by the User and on information regarding the manner the User uses the Platform. The User independently decides on the scope of information provided to Mindgram for the purpose of using the above-mentioned scope of the Service. In particular, providing Mindgram with information regarding health, racial or ethnic origin, political opinions, religious or philosophical beliefs, genetic data, biometric data, data concerning sexuality, including sexual orientation, and data concerning offenses is tantamount to granting consent for the processing of such data by Mindgram 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 takes place via the Platform. Development and therapy coordinators and psychologists are obliged to respond to User messages no later than within 24 hours from the date of sending the message.

5.8. Mindgram stipulates that using the Service indicated in point 5.1.4. of the Terms may require an initial consultation.

5.9. Mindgram declares that within the operation of the Platform, performance of Services on the Platform and activities supporting the provision of Services via the Platform, it uses AI, of which the User is informed and to which they consent prior to using a given Service utilizing AI by clicking the indicated button. AI may be used in particular (but not exclusively) in the scope of:

5.9.1. conducting chats with Users regarding the provision of support,

5.9.2. conducting chats with Users regarding the support of a development and therapy coordinator,

5.9.3. implementing functionalities consisting of monitoring the wellbeing level based on tools provided by Mindgram,

5.9.4. conducting chats with Users regarding enabling contact with the customer service department,

5.9.5. automatic translation of chats and video chats conducted by the User within the Services provided on the Platform,

5.9.6. conducting AI-based wellbeing screening tests and self-assessment questionnaires, made available on the Platform in the "Diagnostics" section, including with the use of standardized psychometric questionnaires, as well as preparing individualized educational, informational, and supporting recommendations for the User. The tests and questionnaires referred to in this subpoint have exclusively a screening, informational, educational, and supporting nature – they do not constitute a medical diagnosis within the meaning of applicable laws and do not replace a medical consultation with a doctor or other authorized specialist;

of which the User is informed each time prior to using a given Service utilizing AI (in accordance with point 5.9 above).

5.10. Mindgram hereby indicates that the processes carried out by AI via the Platform are not performed automatically without the User's initiation and remain under continuous human supervision, i.e., by Mindgram's employees and associates.

5.10a. Within AI-based functionalities, in particular screening tests and self-assessment questionnaires referred to in point 5.9.6, the User may independently initiate the transfer of answers or fragments of such tests to an authorized Mindgram specialist in order to obtain a consultation or further

support. The transfer takes place via a dedicated Platform functionality (the "Talk" function), after prior display to the User of the scope of content to be transferred and information about the use of AI, to which the User consents by clicking the indicated button. Active confirmation by the User ("Send" or equivalent) constitutes explicit consent to transfer these data to a specialist. The transferred content is accessed by authorized psychologists, psychotherapists, and other mental health specialists cooperating with Mindgram, bound by the obligation of professional secrecy, solely to the extent necessary to achieve the purpose of the consultation. Each transfer is recorded in the Mindgram system. The answers transferred by the User serve the selected specialist as support material for the consultation within the Services specified in points 5.1.3 and 5.1.4 and do not constitute a basis for making a medical diagnosis nor do they replace such a diagnosis.

5.11. Mindgram declares that any use of AI on the Platform is appropriately marked, and the User is previously informed about the use of AI prior to the commencement of the Service provided with its use and to which the User consents prior to using a given Service utilizing AI by clicking the indicated button. Regarding the functionalities specified in point 5.9.6 above, the User is additionally informed about the screening nature of the tests and questionnaires and about the possibility of the User independently transferring the answers to a selected specialist in accordance with point 5.10a above.

5.12. The use of AI is intended to, depending on the process of use:

5.12.1. facilitate the use of Services via the Platform (e.g., within the scope of points 5.9.4. and 5.9.5.),

5.12.2. accelerate the provision of Services on the Platform and ensure better availability of Services to Users (e.g., within the scope of points 5.9.1. and 5.9.2.),

5.12.3. analyze more effectively and accurately the variables provided by the User within the provided Services (e.g., within the scope of point 5.9.3.).

5.13. The User, in the event of determining that AI has a negative impact on them or that they do not consent to using Services provided with the use of AI, has the right to inform Mindgram of this fact, and Mindgram shall make every effort to ensure that, if possible, Services for a given User are not provided using AI. If it is not possible to provide a specific Service to the User without AI, the User is obliged not to use this functionality available on the Platform.

5.14. Mindgram indicates that the AI used on the Platform has been selected and configured in such a way that it treats all Users fairly and complies with the principles of non-discrimination, diversity, and inclusiveness.

5.15. Mindgram ensures that the AI used on the platform complies with applicable laws, in particular regarding privacy and personal data protection, as well as procedures and mechanisms securing User data.

5.16. To ensure data security and confidentiality, Mindgram deletes data collected in chats available on the Platform after 28 days from the date of the User's last activity in a given chat, which is tantamount to a complete loss of access to the data collected there. In other respects, the data collected on the Platform is anonymized or deleted after 6 months from the date of Account deactivation.

5.16a. The results of the tests and questionnaires referred to in point 5.9.6 are stored in the User's history available on the Platform and remain accessible to them. The User may independently delete their results at any time via the Platform. In addition to deletion by the User, the results are subject to deletion by Mindgram in accordance with applicable laws regarding documentation retention and personal data processing, and upon Account deactivation, in accordance with point 5.16. The User has the possibility of downloading the results of tests and questionnaires in order to save them on their own device according to the User's preferences.

5.17. For the avoidance of doubt, Mindgram declares that any Services provided via the Platform to the User or Minor are not and will not be considered a healthcare service within the meaning of Art. 2 sec. 1 point 10 of the Act of 15 April 2011 on medicinal activity; in particular, the provision of Services by Mindgram cannot be considered a diagnostic or therapeutic activity, nor can it replace such activities. Mindgram, in order to improve the operation of the Platform, including in connection with the development of the scope of Services, is entitled to invite the User to participate in User opinion surveys and/or testing new Platform functionalities.

5a. INDIVIDUAL PAYMENTS AND WITHDRAWAL FROM THE AGREEMENT

5a.1. With respect to Services provided for a separate payment from the User, Mindgram acts as the seller of these Services. Mindgram is liable to the User for the proper performance of the Service regardless of the form of cooperation with

the person actually performing the Service (a specialist employed by Mindgram or cooperating with Mindgram on another basis).

5a.2. Mindgram provides the User with the possibility of purchasing selected Services for a fee, in particular individual video sessions with specialists (in accordance with point 5.1.4 as part of using individual specialist support). The current scope of Services available for purchase and the applicable prices are set out in a separate price list available to the User via the Platform. The price of each Service is presented to the User clearly and conspicuously before confirming the purchase. The price of the Service, including the amount of any surcharge by the User, may vary depending on the Service package purchased by the Partner and the arrangements between Mindgram and the Partner, of which the User is informed clearly and conspicuously prior to selecting a given Service, and the final price (any surcharge) is indicated clearly and conspicuously before making the paid purchase of a given Service.

5a.3. Payments for the Services referred to in point 5a.2 are made directly to Mindgram via an external payment operator indicated on the Platform. Mindgram is the final recipient of the payment and settles accounts with the persons performing the Services (specialist employed by Mindgram or cooperating with Mindgram) on the basis of separate arrangements with Mindgram. Mindgram does not intermediate in the flow of funds between the User and the above-mentioned contractors of the Services.

5a.4. The User may cancel a booked and paid Service in the form of a video session with a specialist no later than 24 hours before its scheduled time, via the Account. In the event of canceling the aforementioned session within the aforementioned deadline, the User receives a full refund of the amount paid for the paid Service. Canceling a Service in the form of a video session with a specialist less than the aforementioned 24 hours before the aforementioned session or failure to appear at the session (so-called no-show) results in no refund of the amount paid by the User. Booking a Service in the form of a video session with a specialist less than 24 hours before its scheduled time means that it cannot be canceled without losing the paid amount. In the event of a Service in the form of a video session with a specialist being canceled by Mindgram or the specialist performing the Service in the form of a session, the User receives a full refund of the paid amount or a proposal to conduct the session at a different time according to the User's preference and consent. The refund to the User of the amount paid by them takes place immediately, no later than within 14 days from the date of occurrence of the event entitling the User to a refund of the paid

amount, using the same means of payment as used by the User, unless the User explicitly consents to a different method of return which does not involve any additional costs for them.

5a.5. The consumer has the right to withdraw from the agreement for the purchase of a given Service within 14 days from its conclusion, on the principles set out in the Act of 30 May 2014 on Consumer Rights (as amended). By booking and paying for a Service in the form of a video session with a specialist via the Platform, the User explicitly requests the commencement of the performance of the Service before the expiry of the 14-day withdrawal period and acknowledges that upon full completion of the aforementioned session, they lose the right of withdrawal (pursuant to Art. 38 point 1 of the aforementioned Consumer Rights Act). The explicit request referred to in the preceding sentence constitutes the explicit and prior consent of the User, who was informed by Mindgram on the Platform prior to the commencement of the service that after the fulfillment of the service they will lose the right of withdrawal, and acknowledged this by clicking the appropriate button (checking the checkbox) during the booking and payment process for the aforementioned session. The User may submit a statement of withdrawal in any form, in particular electronically to the address customercare@mindgram.com. The User may use the model withdrawal form referred to in point 15.1 of the Terms for this purpose.

5b. VOUCHERS

5b.1. The purchase of a Voucher occurs by clicking the "Complete Purchase" button, which will send an offer to purchase the Voucher to Mindgram acting on behalf of and for the benefit of the Medical Partner. The Voucher purchase transaction will be completed upon receipt from Mindgram, acting on behalf of and for the benefit of the Medical Partner, of an e-mail confirming the acceptance of the User's offer.

5b.2. Unless expressly stated otherwise: (i) the Voucher may be redeemed only once; (ii) the Voucher may be redeemed exclusively at the Medical Partner, and not at Mindgram; (iii) the Voucher is valid for one person only; and (iv) when redeeming the Voucher at the Medical Partner, one must follow the instructions associated with the Voucher.

5b.3. All Vouchers sold by Mindgram can be redeemed exclusively at the Medical Partner.

5b.4. In order to redeem the Voucher, it must be presented to the Medical Partner within the redemption period indicated on the Voucher. A Voucher unredeemed within the aforementioned redemption period shall automatically expire. An expired Voucher is not subject to redemption, and the User holding the Voucher is not entitled to a refund or compensation on this account.

5b.5. In the event that the Medical Partner's offer in the form of an online medical appointment (psychiatric consultation) provided outside the Platform by the Medical Partner is an offer with simultaneous order placement, Mindgram will collect the shipping data at the time of purchasing the Voucher, and then transfer the data to the Medical Partner, who will process the request to redeem the Voucher and send the User the aforementioned Medical Partner's offer.

5b.6. Unless expressly stated otherwise, the Voucher does not entitle the Voucher holder to receive the aforementioned Medical Partner's offer at a specific time. It is recommended that the Voucher holder contacts the Medical Partner as soon as possible in order to agree on a convenient date for the performance of the service covered by the aforementioned Medical Partner's offer in the form of an online medical appointment (psychiatric consultation) provided outside the Platform by the Medical Partner. Mindgram has no influence on the date of performance of the services covered by the aforementioned Medical Partner's offer.

5b.7. The Voucher may be redeemed exclusively in its entirety. The Voucher is not subject to partial or gradual redemption.

5b.8. Mindgram is entitled to collect, on behalf of the Medical Partner, a booking fee or other costs associated with the purchase or redemption of the Voucher. In the event that such costs arise, the User will be informed of them prior to purchasing the Voucher.

5b.9. In the event that, due to unforeseen circumstances, the Medical Partner is unable to fulfill the aforementioned Medical Partner's offer in the form of an online medical appointment (psychiatric consultation) provided outside the Platform by the Medical Partner as described, Mindgram shall immediately notify the User, on behalf of the Medical Partner, of this fact via e-mail.

5b.10. Neither Mindgram nor the Medical Partner shall be liable for lost or stolen Vouchers.

5b.11. Reproduction and professional trade (trading) of Vouchers are prohibited.

5b.12. You have a statutory right to withdraw from the Voucher purchase agreement within 14 days from the date of receiving the confirmation by e-mail on the principles set out in the Act of 30 May 2014 on Consumer Rights (as amended). However, by redeeming the Voucher within the aforementioned period during which the right to withdraw from the Voucher purchase agreement applies, the User explicitly requests (gives explicit and prior consent) from Mindgram, acting on behalf of and for the benefit of the Medical Partner, to commence the performance of services within this period, and thereby the User acknowledges that they waive their right to withdraw from the Voucher purchase agreement (pursuant to Art. 38 sec. 1 point 1 of the aforementioned Consumer Rights Act). After the Voucher has been redeemed, it is considered that Mindgram, acting on behalf of and for the benefit of the Medical Partner, has fully performed its obligations regarding the issuance, sale, and delivery of the Voucher to the User. For the avoidance of doubt, the present point of the Terms also applies to any offers with simultaneous order placement.

5b.13. The User may submit a statement of withdrawal in any form, in particular electronically to the address customercare@mindgram.com. The User may use the model withdrawal form referred to in point 15.1 of the Terms for this purpose.

5b.14. In the event of withdrawal from the Voucher purchase agreement in accordance with this point 5b of the Terms, Mindgram, acting on behalf of and for the benefit of the Medical Partner, shall refund the value of all payments made as part of the Voucher purchase immediately, no later than within 14 days from the date of notifying Mindgram of the withdrawal from the agreement, using the same means of payment as used by the User, unless the User explicitly consents to a different method of return which does not involve any additional costs for them.

5b.15. In the event that the User, through no fault of their own, failed to redeem the Voucher at the Medical Partner prior to the expiration of the redemption period indicated on the Voucher, the User may be entitled to a refund. In order to receive the aforementioned refund, the User is obliged to prove, to a sufficient degree and at the discretion of Mindgram, that the inability to redeem the Voucher did not arise through the User's fault. The decision regarding the aforementioned refund rests solely with Mindgram, at Mindgram's absolute discretion.

5b.16. In the event that the Voucher was redeemed, but the Medical Partner did not deliver the Medical Partner's offer in the form of an online medical appointment (psychiatric consultation) provided outside the Platform by the

Medical Partner in accordance with the order, or if reservations arise regarding the delivery of the aforementioned Medical Partner's offer, all claims in this regard should be directed straight to the Medical Partner, who is fully responsible for delivering the aforementioned Medical Partner's offer. For the avoidance of doubt, Mindgram only handles the sale and delivery of Vouchers, acting on behalf of and for the benefit of the Medical Partner. In the event of a lack of agreement with the Medical Partner regarding the reservations raised, Mindgram, acting on behalf of and for the benefit of the Medical Partner, may (while in no way being obliged to do so), at the User's request, attempt to resolve the resulting dispute.

5b.17. For the avoidance of doubt: (i) the seller of the Voucher and the service provider is the Medical Partner, Mindgram acts exclusively as an agent authorized to conclude the agreement and accept payment; (ii) the party entering into the agreement with the Voucher holder in the event of its redemption is the Medical Partner, not Mindgram; (iii) the exclusive entity responsible for delivering to the Voucher holder the Medical Partner's offer in the form of an online medical appointment (psychiatric consultation) provided outside the Platform by the Medical Partner, and for the aforementioned Medical Partner's offer itself, is the Medical Partner, not Mindgram; (iv) the Medical Partner is liable for the quality, safety, usefulness, or other features of the services covered by the Voucher; and (v) Mindgram in no way guarantees the completeness, usefulness, or legality of the aforementioned Medical Partner's offer, nor does it bear liability for the quality, safety, usefulness, or other features of the services covered by the aforementioned Medical Partner's offer.

6. CONFIRMATION AND CANCELLATION OF APPOINTMENTS

6.1. Appointments with specialists are subject to confirmation by the User in accordance with the provisions of this point 6 of the Terms.

6.2. At least 48 hours before the appointment, an SMS message or an e-mail message (depending on Mindgram's choice made on the basis of the scope of contact information provided by the User, who expressed prior consent to a given form of contact) will be sent to the User's mobile phone number or e-mail address, reminding them about the appointment, along with a request for its confirmation. The message will contain a confirmation link, clicking which results in confirming the appointment. The User is obliged to confirm the appointment by clicking the sent confirmation link within the period from 48 hours to 24 hours before the scheduled appointment. In the absence of such confirmation, the

appointment is automatically canceled, without notifying the User of this fact, who will be informed thereof in the aforementioned message containing the confirmation link.

6.3. To enable the organization of the appointment confirmation and cancellation system, the User is obliged to provide during the registration procedure and possess on the User Account contact information, such as a telephone number to which SMS messages with a request to confirm the appointment are to be sent, or an e-mail address to which e-mail messages with a request to confirm the appointment are to be sent. The User is obliged to update the above contact information immediately.

6.4. Reminder messages with a request to confirm the appointment, sent both via SMS and e-mail, will be sent automatically, using external service providers.

6.5. The User acknowledges that confirmation of the appointment may take place only by clicking the confirmation link sent in the reminder message with a request to confirm the appointment. Any other forms of confirming the appointment will not be accepted, and it will not be possible to reply to such a message.

6.6. The User's obligation to confirm the appointment does not apply to appointments scheduled within 48 hours prior to the planned appointment.

6.7. In any case, the User may cancel a booked appointment. Cancellation of an appointment is possible via the Account, but no later than 24 hours before the booked appointment date.

6.7a. If the User fails to appear at two consecutive booked Services in the form of video sessions with Mindgram specialists (no-show), without prior cancellation in accordance with points 6.7 and 5a.4, Mindgram reserves the right to temporarily restrict the possibility of booking subsequent video sessions for a period of 60 days from the date of the second no-show. The restriction referred to in the preceding sentence applies solely to the functionality of booking the Service in the form of video sessions with Mindgram specialists. Other Services available on the Platform (in particular those specified in points 5.1.1–5.1.3, 5.1.5, 5.1.6 and 5.1.7) remain available to the User without restrictions. Mindgram notifies the User of the first no-show and of the imposition of the aforementioned restriction after the second no-show, along with an indication of its end date, via the Account or to the User's e-mail address. Attending the aforementioned video session in accordance with the arranged date resets the no-show counter referred to in this point. For the avoidance of doubt, Mindgram has the right, not

an obligation, to impose the aforementioned restriction on the User, who has the possibility to present Mindgram with a justification (excuse) for their actions directly in response to the received message via the account or to the e-mail address, which justification Mindgram is obliged to analyze in the decision-making process (regarding the aforementioned restriction), which Mindgram may change at any time in case of accepting the User's justification.

6.7b. A User using the Service in the form of a video session may change the Mindgram specialist with whom they hold sessions. A rapid change is considered a change of the Mindgram specialist made after the User has held one or two video sessions with them. A change of a Mindgram specialist made before holding any video session with a given specialist does not constitute a rapid change and is not recorded on the Platform nor included in the rapid change limit referred to in this point. By means of rapid changes, the User may consecutively use video sessions with no more than three Mindgram specialists. If the User makes a rapid change consisting of resigning from the third Mindgram specialist, Mindgram reserves the right to temporarily restrict the possibility of booking subsequent video sessions for a period of 60 days from the date of such change. The restriction referred to in the preceding sentence applies solely to the functionality of booking the Service in the form of video sessions with Mindgram specialists. Other Services available on the Platform (in particular those specified in points 5.1.1–5.1.3, 5.1.5, 5.1.6 and 5.1.7) remain available to the User without restrictions. Mindgram notifies the User of approaching the rapid change limit and of the imposition of the aforementioned restriction, along with an indication of its end date, via the Account or to the User's e-mail address. After the expiry of the restriction period, the rapid change counter referred to in this point is reset to zero. For the avoidance of doubt, Mindgram has the right, not an obligation, to impose the aforementioned restriction on the User, who has the possibility to present Mindgram with a justification (excuse) for their actions directly in response to the received message via the account or to the e-mail address, which justification Mindgram is obliged to analyze in the decision-making process (regarding the aforementioned restriction), which Mindgram may change at any time in case of accepting the User's justification.

6.8. To Services provided to Minors, the provisions of point 6 of the Terms apply accordingly.

7. UPDATES, MAINTENANCE

7.1. Mindgram shall make every effort to ensure that the Platform operates 24 hours a day/7 days a week, except for: (i) planned technical breaks related to the necessity to conduct maintenance or modernization works (of which the User will be informed in advance); or (ii) unavailability caused by circumstances beyond Mindgram's control, including but not limited to force majeure, fire, earthquake, flood, water, elements, labor disputes or shortages, utility restrictions, power failures, explosions, civil unrest, governmental actions, epidemic, equipment or supply shortages, unavailability of transportation, acts or omissions of third parties, or any other causes beyond its reasonable control, including technical problems arising as a result of circumstances attributable to Application providers (Google LLC, Apple).

7.2. If during the term of the Agreement Mindgram independently improves or updates the Platform, the new version of the Platform will be immediately deployed and made available. An update of the Platform may also concern the possibility of applying AI to a new extent or new Services provided via the Platform, provided that every update of the Platform regarding AI will meet the requirements of applicable laws regarding the use of artificial intelligence systems. The time to implement an improvement or update of the Platform will be appropriate to the level of advancement and complexity of the technical changes being introduced and may require a technical break.

7.3. Mindgram reserves the possibility of technical breaks in access to the Platform caused by maintenance or modernization works, other than Platform updates.

7.4. Applying a technical break in connection with the necessity to implement Platform updates does not constitute improper performance of the Service by Mindgram.

7.5. Mindgram will maintain the Platform in a condition ensuring its proper functioning, in particular:

7.5.1. it will remedy Platform defects,

7.5.2. it will provide access to Platform updates,

7.5.3. it will provide technical support regarding the use of the Platform.

7.6. The User is entitled to report inquiries, comments, and complaints in connection with the operation of the Platform.

7.7. Platform defects will be remedied by Mindgram on its own or on the basis of a report made by the User. The report should be directed to the e-mail address: customercare@mindgram.com and contain the following information: contact details of the reporting person; description of the event; information about the part of the Platform where the defect allegedly occurred; circumstances of the defect's occurrence; other information that Mindgram or the User may consider necessary to remedy the defect or that will enable Mindgram to remedy the defect, provided that the lack of any of the aforementioned information does not render the report ineffective.

7.8. Failure to indicate any of the aforementioned information indicated in point 7.7. above does not render the report of irregularities ineffective, however, it may extend the time for Mindgram to remedy the irregularities. The acceptance of the report will be confirmed each time in the form of an e-mail sent to the person submitting the report to the e-mail address indicated in the report, no later than within 2 business days from the date of receiving the report. The confirmation of accepting the report will contain information regarding the method of qualifying the defect, taking into account the criteria indicated in point 7.9., and the maximum time to remedy the irregularity.

7.9. Mindgram is obliged to remedy the defect covered by the report within the deadline appropriate for the method of qualifying the report, provided that the time limit starts running on the date of sending the information confirming the acceptance of the report, referred to in point 7.8. above, unless remedying the irregularity within the above deadline is not possible due to reasons beyond Mindgram's control. If it is impossible to remedy the irregularity within the deadline indicated in the preceding sentence, Mindgram is obliged to inform the reporting person of this fact, indicating the actual deadline for remedying the irregularity. Mindgram is entitled to qualify the report into one of the following categories:

7.9.1. blocking error – an error completely preventing access to the Platform, time to remedy: up to 3 business days,

7.9.2. critical error – an error partially preventing or limiting access to Platform resources, time to remedy: up to 14 business days,

7.9.3. high error – an error having no impact on access to Platform resources, time to remedy: up to 60 business days,

7.9.4. low error – an error of a category other than those described in points 7.9.1 – 7.9.3, having no significant impact on the functioning of the Platform – no guarantee of resolution.

7.10. In the event that irregularities in the functioning of the Platform arose due to reasons attributable to the User, Mindgram is entitled to demand from the User redress of the damage in full, of which Mindgram will notify the User.

7.11. Mindgram is not liable for the lack of availability of the Platform to the User when the lack of availability of the Platform is caused by: actions of the User or third parties to whom they made the Account access data available, consisting in introducing changes or modifications to the Platform or the User's use of the Platform in a manner inconsistent with the provisions of the Terms.

7.12. A User who notices data of an unlawful nature, in particular infringing intellectual property rights, located within the Platform's system, should immediately inform Mindgram thereof at the e-mail address: customercare@mindgram.com.

8. MINDGRAM'S LIABILITY, COMPLAINTS

8.1. Mindgram's liability to the User for non-performance or improper performance of the Terms is governed by the relevant legal provisions, in particular the Consumer Rights Act and the Civil Code. In particular, Mindgram is liable for the lack of conformity of the Services with the Terms, which occurred or became apparent during the time when the Services were to be provided. The Services should be in conformity for the duration of their provision.

8.2. Mindgram stipulates that any User's actions applied on the basis of the contents contained in the Platform may be taken exclusively at the own risk of the person taking them.

8.3. Mindgram is not liable for:

8.3.1. the manner of using the materials made available to Users in connection with the use of the Platform, as well as the actions and effects of actions taken by the User as a result of using the Services indicated in points 5.1.3., 5.1.4., 5.1.5., and 5.1.7. of the Terms,

8.3.2. damages arising as a result of disruptions in the operation of the Platform, unavailability, or limited availability of the Platform, caused by reasons beyond Mindgram's control or which occurred as a result of events that Mindgram could

not prevent while exercising due diligence, including circumstances attributable to the Application providers,

8.3.3. damages caused by the User's failure to comply with the provisions of the Terms,

8.3.4. the consequences of the User's use of the content made available in connection with the use of the Platform or Services referred to in points 5.1.3., 5.1.4., 5.1.5., and 5.1.7. of the Terms, in particular, Mindgram stipulates that the provision of content and provision of Services take place without conducting a medical interview, including without having the User's test results and detailed information about their state of health, and the provided content and proposals for actions to be taken cannot replace professional medical advice or individual specialist consultations,

8.3.5. damages for infringement of any intellectual or industrial property rights by the User,

8.3.6. damages related to the operation of malicious or harmful software unlawfully introduced by the User or third parties for which Mindgram is not liable,

8.3.7. the User's actions related to the use of the Platform, in particular the manner of using the Platform, use of the User's content by other Users, in particular for infringement of any intellectual or industrial property rights by the User,

8.3.8. actions or omissions of the Medical Partner.

8.4. During the period of force majeure, the performance of works and obligations of Mindgram within the scope affected by force majeure may be suspended. The suspension also applies to liability for failure to fulfill contractual obligations.

8.5. Access to information which is required to be provided to the User pursuant to article 6 of the Act on providing services by electronic means (Journal of Laws of 2020, item 344, as amended), will be fulfilled by Mindgram via the Platform or via e-mail.

8.6. 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 allowing for the identification of the User and establishing contact with them: name or e-mail

address of the User, specification of the subject of the complaint and the circumstances forming its basis, along with the date of their occurrence; specification of the User's expectations towards Mindgram, in particular indication of desired actions from Mindgram.

8.7. Mindgram processes the complaint within 14 days from the date of its receipt and immediately informs the User, via e-mail, of the method of its resolution. In the event that the data or information provided in the complaint require supplementation, Mindgram requests the complaining User to supplement it before processing the complaint. The time of providing additional explanations by the User extends the period for processing the complaint.

8.8. Complaints resulting from non-compliance with the provisions of the Terms will be considered negatively by Mindgram.

8.9. Mindgram is entitled, for purposes related to ensuring the appropriate quality of Service provision, including to improve the operation of the Platform, to record the User's activity on the Platform, and furthermore to contact the User in order to examine the level of satisfaction with using the Platform.

8.10. Mindgram shall not uphold complaints regarding the performance of the Terms if the Services provided by Mindgram in the form of access to the Platform are in conformity with the Terms, i.e. in particular, if the description, type, quality, completeness, functionality, compatibility, interoperability, and availability of updates remain in conformity with the Terms and the scope of Services, as well as fitness for a particular purpose for which these Services are needed by the User, of which the User notified Mindgram at the latest at the time of concluding the Agreement and which Mindgram accepted. Moreover, Mindgram Services are in conformity with the Agreement concluded through the acceptance of the Terms if: (i) they are fit for the purposes for which services of this type are normally used, taking into account applicable laws, technical standards or codes of conduct, and (ii) they exist in such quantity and possess such features, including durability and security, as well as functionality and compatibility, as are normal for services of this type and which the User may reasonably expect, given the nature of the services and any public statements made by Mindgram; (iii) they are of the same quality as the test or trial versions of the Platform made available to the User by Mindgram; (iv) Mindgram informs the User about updates and supplies them in due time; (v) Mindgram provides the User with appropriate instructions on how to use the Platform.

8.11. Mindgram is not liable for the lack of conformity of the Services provided under the Platform with the Agreement concluded through the acceptance of the Terms if the User fails to install within a reasonable time the updates supplied by Mindgram, provided that such non-conformity results exclusively from the lack of update, and Mindgram informed the User of the update and the consequences of failing to install it, and the failure to install or improper installation of the update did not result from shortcomings in the installation instructions provided by Mindgram.

9. INTELLECTUAL PROPERTY

9.1. Mindgram declares that it holds unrestricted proprietary copyrights to the Platform, as well as rights to use and distribute content made available via the Platform. To the extent of the possibility to use AI on the Platform, Mindgram holds appropriate copyrights to the AI or has obtained appropriate licenses for its use.

9.2. Mindgram grants the User a geographically unlimited, non-exclusive license for the duration of the Agreement to use the Platform and the content made available through it, in accordance with the conditions and limitations set forth in the Terms, without the right to grant sub-licenses, in the following fields of exploitation: displaying using a computer, mobile device (including mobile phones), or other electronic devices.

9.3. Mindgram reserves all rights to the Platform and content made available through it. The license does not permit the User in particular to: (i) reproduce, distribute, lend, dispose of, or in any other way directly or indirectly redistribute the Platform or the content made available on it, (ii) modify, reverse engineer, or otherwise interfere with the Platform's software, (iii) use and develop intellectual property belonging to Mindgram, including the Platform or the content made available on it, (iv) use intellectual property belonging to Mindgram for an unlawful purpose or to Mindgram's detriment. Any behavior fulfilling the above-mentioned premises will be treated as a breach of the terms of the Agreement.

9.4. The Service contains content and technologies developed by Mindgram or Mindgram's licensors, including AI technology, which are protected by copyright, trademark, trade secret, and other laws. In the relations between the Parties, Mindgram is the owner or licensee of intellectual property and other proprietary rights to the Service and AI, including but not limited to design, graphics, logos, functionality, and related documentation. It is prohibited to: copy, modify, or

reproduce the source code of any part of the Platform or any content made available on it, rent, sell, lease, distribute, provide, or otherwise use the Service for the benefit of any third party.

9.5. The Agreement does not transfer any ownership or any intellectual property of a third party to the User, and all rights, title, and interests in such property shall remain exclusively with Mindgram or their respective owners. All such rights are reserved.

9.6. Names, logos, or trademarks of third-party companies and products of other Users may be trademarks of their respective owners.

9.7. By accepting the Terms, the User consents to the recording and publication of their image or work, as well as to the merging of these works with the content of the Platform or the content made available on it (collective work) and grants a royalty-free, perpetual license to use the aforementioned works. The above consent applies exclusively in a situation where, while using the Platform or the content made available on it, the User connects in such a way, in particular by using a microphone or camera, that their image, opinions, statements, or presentations are recorded in accordance with point 5.1.1. of the Terms and become part of the Platform's content or the content made available on it.

9.8. In the event that, in connection with the User's use of the workshops referred to in point 5.1.1. of the Terms, information constituting a secret protected under separate provisions is provided by the User, the User is obliged to immediately inform Mindgram thereof. Mindgram will take appropriate necessary factual and legal actions to secure the protected content and to inform the persons or entities being the owners of the content subject to protection. Mindgram is not liable for statements, opinions, recommendations, actions, or omissions of webinar Users. Users have freedom of speech and undertake all statements and actions on their own behalf and at their own risk.

10. USER CONTENT

10.1. The User bears full responsibility for content and statements placed on the Platform or via it, including for their quality and legality, as well as for any damages resulting from such content. By making content and statements available via the Platform, the User represents and warrants that:

10.1.1. they have all rights, powers, and authorizations necessary to make the content available to Mindgram,

10.1.2. the content posted by the User is not spam, is not machine-generated or randomly generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third-party sites or boost the search engine rankings of third-party sites, nor do they constitute further unlawful acts (e.g., phishing) or misleading recipients as to the source of the material (e.g., spoofing);

10.1.3. the content posted by the User is not pornographic, does not contain threats or incite violence, and does not violate the privacy or image rights of third parties;

10.1.4. the content posted by the User is not advertised via unsolicited electronic messages, such as spam links on newsgroups, e-mail lists, other blogs, and websites, and similar unsolicited promotional methods;

10.1.5. they consent to the content posted by the User being processed or used by AI to the extent that AI is used on the Platform.

10.2. Without limiting any of the foregoing representations or warranties, Mindgram reserves the right to remove any content from the Platform or to terminate or deny access to the Platform, in whole or in part concerning the functionality affected by the violation, and to prevent Users from using it if the posted content or User activities violate the Terms, good practices, or universally applicable legal provisions.

10.3. Mindgram respects the intellectual property of third parties. If the User believes that material located on or linked to by the Platform constitutes an infringement of copyrights or intellectual property rights, they should report such information to 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.

10.4. Mindgram will disable or terminate the User's access to the Service if it is demonstrated that the User infringes the rights of others. In the event of such disablement or termination of the Agreement, Mindgram will not be obliged to refund any amounts to the Partner.

10.5. In the event of withdrawal from the Agreement by the User, Mindgram, as from the date of receiving the statement of withdrawal from the Agreement, will not use content other than personal data provided or generated by the User during the use of the Platform, except for content that is useful exclusively in connection with the use of the Platform, concerns exclusively the User's activity

during the use of the Platform, has been aggregated by Mindgram with other data and cannot be separated from it or can only be separated with disproportionate efforts, or was generated by the User jointly with other Users who may continue to use it.

10.6. Except for content that is useful exclusively in connection with the use of the Platform, concerns exclusively the User's activity during the use of the Platform, has been aggregated by Mindgram with other data and cannot be separated from it or can only be separated with disproportionate efforts, Mindgram, at the User's request, makes available to them content other than personal data that was provided or generated by them during the use of the Platform. The User has the right to retrieve digital content from Mindgram free of charge, without hindrance from Mindgram, within a reasonable time and in a commonly used, machine-readable format.

11. USER OPINIONS

11.1. Mindgram uses User opinions on the Platform, in its social media, and other promotional materials, and verifies them to confirm whether the opinion was issued by a User using the Platform.

11.2. For the purpose of the verification specified in point 11.1 above, Mindgram periodically sends to Users, at the addresses provided during registration, a request to provide an opinion by e-mail along with granting consent to publish their image and first and last name. Mindgram does not use opinions other than those obtained in this manner.

11.3. All published opinions, which are subject to verification in accordance with points 11.1 to 11.2 above, originate exclusively from Platform Users.

12. NEWSLETTER

12.1. Within the Platform, Mindgram offers the possibility to sign up to receive periodic messages containing information concerning the services (including promotions) offered on the Platform to the e-mail address provided by the User ("Newsletter Service").

12.2. The commencement of the Newsletter Service provision shall take place upon the conclusion of the agreement for the use of the Newsletter Service, which conclusion of the agreement takes place by the User filling out the Newsletter form available on the Platform and accepting the conditions of the Privacy Policy by the User.

12.3. By concluding the agreement for the provision of the Newsletter Service with Mindgram, the User provides their e-mail address in order to receive advertising and promotional messages from Mindgram concerning products and services offered on the Platform.

12.4. In order to use the Newsletter Service, the User must have Internet access and an active e-mail address. At the same time, it should be noted that using the Newsletter Service does not require fulfilling any special technical requirements, other than having an operating system and an Internet browser or a standard application or system for handling e-mail.

12.5. Mindgram, in the performance of the agreement for the provision of the Newsletter Service concluded with the User, will send advertising and promotional messages concerning products and services offered on the Platform to the User's e-mail address indicated in the form, at a time and frequency freely chosen by it. However, Mindgram stipulates that the dispatch of advertising and promotional messages will take place no less frequently than once every two months.

12.6. The Newsletter Service is free of charge and provided with the User's consent for the entire duration of the Agreement referred to in point 12.2. of the Terms.

12.7. The Newsletter Service may be used by any person who meets the requirements for concluding the agreement specified in point 12.2. of the Terms. Fulfilling the requirements specified in point 12.2. of the Terms and clicking the indicated button results in sending the provided User's e-mail address to Mindgram and initiating the provision of the Newsletter Service by Mindgram.

12.8. Individual messages sent as part of the Newsletter Service constitute works within the meaning of copyright law and are subject to protection specified in legal provisions. Any copying, modifying, and using contrary to its intended purpose or without Mindgram's consent may constitute a violation of law. For the violation referred to in the preceding sentence, the User bears full responsibility.

12.9. The agreement for the use of the Newsletter Service is concluded for an indefinite period.

12.10. The User has the right to terminate the agreement for the use of the Newsletter Service with a 14-day notice period.

12.11. Mindgram has the right to terminate the agreement for the use of the Newsletter Service with a 14-day notice period.

12.12. The User terminates the agreement for the use of the Newsletter Service by sending a termination notice to Mindgram at the e-mail address customercare@mindgram.com or by mail to the address: ul. Wiktorska 17/2, 02-587 Warsaw, or by clicking the unsubscribe link located in the footer of each sent message.

12.13. Mindgram may terminate the agreement for the use of the Newsletter Service by sending a termination notice to the User at the e-mail address provided by them at the time of concluding the agreement.

12.14. For important reasons, Mindgram may suspend the provision of the Newsletter Service after prior notification to the User at the e-mail address provided by them at the time of concluding the agreement.

12.15. Mindgram has the right to delete an incorrect or non-existent e-mail address provided by the User, after its prior verification.

12.16. Pursuant to the Act of 30 May 2014 on Consumer Rights (as amended), a User who is a consumer has the right to withdraw from the agreement for the use of the Newsletter Service within 14 days, without giving any reason and without incurring any costs. To meet this deadline, it is sufficient to send a statement before its expiry, via e-mail to the e-mail address: customercare@mindgram.com or by mail to the address: ul. Wiktorska 17/2, 02-587 Warsaw. After receiving the statement referred to in the preceding sentence, Mindgram will confirm its receipt with a return message.

12.17. In the event of withdrawal from the agreement for the use of the Newsletter Service, it is considered as not concluded, and the User who is a consumer is released from all obligations.

12.18. Complaints regarding Mindgram's provision of the Newsletter Service should be submitted to the e-mail address: customercare@mindgram.com.

12.19. The complaint must include the details of the person submitting the complaint, the details necessary to send information on the outcome of the complaint processing, a description of what the irregularities in the Newsletter Service consisted of, and the expectations regarding the resolution of the complaint.

12.20. Mindgram processes the complaint within 14 days from the date of its receipt.

13. PERSONAL DATA

13.1. The controller of the User's personal data is Mindgram ("Controller"), subject to the situation where the Medical Partner becomes an independent controller of the User's personal data, as specified in the Privacy Policy. Mindgram processes the User's personal data on the rules indicated in the Privacy Policy.

13.2. Mindgram has appointed a Data Protection Officer, who can be contacted regarding personal data protection matters at the e-mail address: gdpr@mindgram.com.

13.3. Mindgram exercises particular diligence to respect the privacy of persons using Mindgram services. Mindgram guarantees the confidentiality of all provided personal data and ensures the adoption of all security and personal data protection measures required by personal data protection regulations. Personal data is collected with due diligence and adequately protected against access by unauthorized persons.

14. AMENDMENT TO THE PROVISIONS OF THE TERMS

14.1. Mindgram retains the right to amend the Terms for important reasons, in particular in the event of: a change in applicable legal provisions affecting the content of the Terms, a change related to the scope of Platform functionalities, a change in technical requirements.

14.2. Mindgram will inform the User, via an e-mail sent to the e-mail address indicated by the User on the User Account, of a planned amendment to the Terms at least 14 days prior to its effective date. The Terms in their new wording shall enter into force on the date indicated by Mindgram. Until the effective date of the amendments to the Terms, the User has the right to terminate the Agreement without incurring additional costs, with effect as of the date the amendments to the Terms enter into force.

14.3. If the User does not terminate the Agreement within the timeframe indicated above, the Terms in their new wording enter into force on the date indicated by Mindgram.

14.4. Provisions of the Terms that could constitute unfair contract terms from the register maintained by any supervisory authority (abusive clauses) are not binding on consumers.

15. WITHDRAWAL FROM THE AGREEMENT, SUSPENSION OF SERVICE PROVISION

15.1. The User has the right to withdraw from the Agreement without giving any reason within 14 days from the date of its conclusion by submitting a statement of withdrawal in documentary form to the e-mail address customercare@mindgram.com or to Mindgram's mailing address. In the event of effective withdrawal from the Agreement, it is considered as not concluded. In order to withdraw from the agreement, the User may use the model withdrawal form constituting Appendix No. 2 to the Consumer Rights Act.

15.2. Mindgram provides Services to the User for the time arising from the Agreement. Termination, expiration, or withdrawal by the Partner or the Medical Partner from the agreement concluded with Mindgram results in the blocking of the Account upon expiration of that agreement and the automatic expiration of the Agreement.

15.3. Mindgram, at the request of the Partner or the Medical Partner, may suspend the provision of Services to the User at any time. In the event of complaints related to the suspension of Service provision, the entity responsible for their processing is the Partner or the Medical Partner.

16. FINAL PROVISIONS

16.1. The Terms bind the User for an indefinite period.

16.2. The Agreement concluded between Mindgram and the User on the basis of the accepted Terms expires in the event of termination or expiration of the agreement concluded between the Partner or Medical Partner and Mindgram, in connection with the performance of which the Account was created. In such an event, Mindgram blocks the User's access to the User Account and Services within the time limit specified in the preceding sentence.

16.3. The Agreement concluded between Mindgram and the Dependent User on the basis of the accepted Terms expires in the event of: (i) termination or expiration of the agreement concluded between the Partner or Medical Partner and Mindgram, (ii) revocation of the Dependent User's access by the Main Account Owner.

16.4. The Account is blocked in the event of failure to activate the Account within 24 hours from the time of registration, on the rules indicated in point 4 of the Terms.

16.5. Mindgram has the right to terminate the Agreement with immediate effect, which will result in blocking the User's access to the Platform in the event that the User violates the provisions of the Terms.

16.6. The governing law for obligations arising from the Terms shall be Polish law, provided that this does not deprive a User who is a consumer of the protection granted to them under provisions that cannot be derogated from by agreement, by virtue of the law which, according to the relevant regulations, would be applicable in the absence of a choice.

16.7. Mindgram informs the User who is a Polish consumer about the possibility of using out-of-court complaint and redress mechanisms. With regard to Polish consumers, the rules of access to these procedures are available at the offices or on the websites of entities authorized for out-of-court dispute resolution. Information regarding the possibility for a Polish consumer to use out-of-court complaint and redress mechanisms and the rules of access to these procedures are available on 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

In connection with the above, they may be in particular consumer ombudsmen or Voivodeship Inspectorates of the Trade Inspection, whose list is available on the website of the Office of Competition and Consumer Protection at:

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

16.8 The information referred to in point 16.7 above may also be obtained by the consumer at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, and Voivodeship Inspectorates of the Trade Inspection.

16.9. With regard to a Polish consumer, they possess in particular the following possibilities of using out-of-court complaint and redress mechanisms:

16.9.1. the possibility to address a permanent consumer arbitration court operating at the Trade Inspection,

16.9.2. the possibility to address a voivodeship inspector of the Trade Inspection with a request to initiate mediation proceedings for amicable settlement.

16.10. Irrespective of the above, the Parties shall make every effort to resolve any disputes amicably.

16.11. The Parties agree that if any part of the Terms is found to be invalid, ineffective, otherwise legally defective, or unenforceable, the remaining part of the Terms shall remain in full force and effect. In the event of a provision being affected by invalidity, ineffectiveness, other legal defect, or unenforceability, the Parties shall determine in good faith, to the maximum extent possible, alternative provisions that will be binding and enforceable, reflecting the original intentions of the Parties.

16.12. The Terms enter into force on 05.09.2026.