TERMS AND CONDITIONS OF THE MOBILE APPLICATION "PhysioStretch"

EFFECTIVE FROM 01.03.2024

§1

GENERAL PROVISIONS

1. This set of terms and conditions outlines the rules for using the mobile application "PhysioStretch," owned by StretchMe Sp. z o.o., located in Krakow at Lubomirskiego Street 20, 31-509 Krakow, registered in the business registry maintained by the District Court for Krakow-Central in Krakow, XI Economic Department of the National Court Register under KRS number 0000881960, with VAT ID 5213919480, REGON 388143664, and a share capital of 10,000.00 PLN.

2. The terms and conditions are made available through the Application and the website at the address app-dev.physiostretch.app/pdfs/terms-and-conditions_eng.pdf , enabling their retrieval, reproduction, and storage. Specifically, the terms can be saved to a disk or printed for reference.

§2

DEFINITIONS

The capitalized terms used in these Terms and Conditions are defined as follows:

1) **Application** – Software owned by the Service Provider in the form of a mobile application that allows for the paid use of services offered by the Service Provider.

2) **Consumer** – A Service Recipient who engages in legal transactions with the Service Provider that are not directly related to their business or professional activities.

3) **Client Account** – A collection of resources and permissions assigned to a specific Service Recipient upon logging into the Application. The Client Account allows the Service Recipient to independently manage the functions available within the account.

4) **Terms and Conditions** – Refers to these terms and conditions.

5) **Subscription** - A service involving paid and limited access to digital video files showcasing proprietary training sessions and exercises.

6) **Device** – A mobile electronic device (cell phone or tablet) that meets the minimum requirements specified in the Terms and Conditions.

7) **Services** – Functionalities available in the Application that constitute electronic services provided by the Service Provider.

8) **Service Recipient** - An individual who utilizes services provided electronically by the Service Provider. The Service Recipient must be an adult with full legal capacity or a minor who has reached the age of 16 and possesses written consent from their legal guardian to use the services offered by the Service Provider.

9) **Service Provider** - StretchMe Sp. z o.o., located at Lubomirskiego Street 20, 31-509 Krakow, registered in the business registry maintained by the District Court for Krakow-Central in Krakow, XI Economic Department of the National Court Register under KRS number 0000881960, with VAT ID 5213919480, REGON 388143664, and a share capital of 10,000.00 PLN. This entity is responsible for providing the services described in the Terms and Conditions through the Application.

§3

TECHNICAL REQUIREMENTS

1. The application can be downloaded for free from the AppStore and Google Play Store. This allows users with devices operating on iOS and Android platforms easy access to install the application..

2. Using the application requires having a mobile electronic device (cell phone or tablet) that operates on iOS version 16.0.0 or newer, or Android 12.0.0 or newer. These specified operating system requirements are the minimum needed to ensure the application functions properly.

3. The device must have access to a camera. This requirement is essential for any functionalities within the application that utilize photo or video capabilities.

4. The device must have a connection to the internet with sufficient bandwidth to smoothly stream videos in HD 1080p quality. This ensures an optimal viewing experience without interruptions or buffering issues.

5. The Service Provider is not responsible for any potential malfunctions of the Application on devices that do not meet the minimum requirements specified in sections 2 and 3 above. This means that the responsibility for ensuring that the device meets the necessary specifications for proper application operation lies with the user.

6. The Service Provider makes every effort to ensure that the Application operates 24 hours a day, 7 days a week. However, this does not exclude the Service Provider's right to schedule necessary technical breaks. In the event of a planned technical interruption, the Service Provider will inform Service Recipients through notifications within the Application or on their website at www.physiostretch.app This communication is intended to minimize inconvenience by keeping users informed about any disruptions in service.

§4

RULES FOR USING THE APPLICATION

1. **Account Creation**: Using the Application requires setting up a Client Account, purchasing a Subscription, and accepting the Terms and Conditions. This ensures that all users are registered and have agreed to the guidelines and policies governing the use of the application..

2. **Age Requirement**: The Application is available for individuals who have reached the age of 16. This age limit helps ensure that users are mature enough to understand and comply with the terms of use and any associated responsibilities..

3. **Usage Restrictions**: The Service Provider reserves the right to impose additional restrictions on the use of certain features of the Application. These limitations may be necessary to ensure the security, legal compliance, or optimal functioning of the Application. Users will be informed of such restrictions through updates to the Terms and Conditions or directly within the Application interface..

4. **Contract Agreement**: Accepting the Terms and Conditions and purchasing a Subscription signify entering into a service agreement with the Service Provider for the duration of the Subscription. This agreement covers the provision of services electronically, according to the terms laid out in the Terms and Conditions.

5. **Accuracy of Information**: The Service Recipient is obligated to provide accurate information and update their details in the Application if there are any changes during the duration of the contract. The Service Recipient bears full responsibility for the accuracy of the information provided. The Service Provider is deemed to have fulfilled its information obligations if it sends notifications to the last email address provided by the Service Recipient, regardless of whether this address is still in use. The Service Provider is not responsible for verifying the correctness of the data provided by the Service Recipient

6. **Prohibition of Interference**: The Service Recipient is not authorized to interfere in any way with the content, structure, form, graphics, or operating mechanism of the Application. This ensures the integrity and functionality of the Application are maintained.

7. **Intellectual Property Rights**: Content made available by the Application, such as graphics, text, logos, images, photographs, audio and video files, data files, training plans, and any other data, is protected by intellectual property rights, especially copyright and related rights held by the Service Provider or entities with whom the Service Provider has agreements for their use in the Application. No part of the content published in the Application may be reproduced or distributed in any form or by any means without prior written permission from the Service Provider. This clause protects the intellectual property of the Service Provider and ensures that all proprietary content remains secure and is used appropriately under the terms agreed upon.

8. **Intellectual Property Rights**: Use of the Application by the Service Recipient does not transfer ownership or any other intellectual property rights of the Application content or the

Services themselves to the Service Recipient. This ensures that the intellectual property rights remain with the Service Provider.

9. **Prohibited Use**: It is forbidden for the Service Recipient to use the Application, its contents, or the Services provided by the Service Provider in any manner that is illegal, violates good morals, infringes upon the personal rights of third parties, or undermines the legitimate interests of the Service Provider. This provision helps protect both the legal integrity of the Application and the rights of all stakeholders.

10. **Restrictions on Use**: The Service Recipient is entitled to use the Application solely for personal, non-commercial purposes, without the right to publicly use the Application or any part of it. This restriction is designed to limit the use of the Application to private enjoyment and prevent any unauthorized commercial exploitation.

11. **Illegal Content and Disruptive Actions**: The Service Recipient is prohibited from providing unlawful content and from undertaking actions that could disrupt the functioning of the Application. This clause is crucial for maintaining the operational integrity and legal compliance of the Application.

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13. **Account Blocking**: The Service Provider is authorized to block a Client Account if the Service Recipient misuses the Application, especially if they act in violation of these Terms and Conditions. This measure serves as a deterrent and a remedy for non-compliance, ensuring that all users adhere to the stipulated rules of engagement with the Application.

§5

ADDITIONAL RESTRICTIONS

1. **Health Consultation**: Before beginning any exercises or training provided through the Application, the Service Recipient should consult with a physician or specialist. This is a crucial step to ensure that the activities are suitable for the Service Recipient's current health condition and physical capabilities.

2. **Responsibility for Exercise**: Engaging in exercises or training sessions available within the Application is done at the Service Recipient's own risk. It is important for users to assess their physical abilities and health status to determine if they can safely participate in these activities without risking injury.

3. **Subscription Agreement**: By subscribing, the Service Recipient acknowledges that they have been informed that the physical exercises shown in the sessions are demonstrative, designed for a broad audience, and not tailored to their individual needs. Therefore, the

Service Recipient should perform these exercises at their own risk, especially considering their health condition and physical capabilities.

§6

APPLICATION FUNCTIONALITY

1. The Application provides Service Recipients with various capabilities, including:
    1) **Use of the Application**: This general usage encompasses all the basic functionalities available to all users once they download and install the app.
    2) **Access to Client Account**: Users can access their personalized accounts where they can manage their profiles, view their activity history, and adjust settings according to their preferences.
    3) **Ability to Purchase a Subscription**: Users can subscribe to various levels of service, which may include access to premium content, additional features, or enhanced user experiences.
    4) **Access to Digital Video Files within the Subscription**: Subscribers can view a range of digital video content, typically including exercise videos, training sessions, and other related media that assist in physical training and wellness.
    5) **Access to Smart Mirror**: This feature could involve integration with a physical smart mirror device or a virtual mirror within the app, enhancing the training experience by providing real-time feedback and interactive features.
2. Access to certain Services within the Application may require Service Recipients to provide additional personal data and to give necessary consents. While providing this additional information and consents is voluntary, failing to do so may prevent the Service Provider from being able to offer these specific Services. This requirement is put in place to ensure that the Service Provider can comply with legal obligations, deliver personalized services effectively, and enhance user experience while maintaining privacy and security standards.

§7

CLIENT ACCOUNT

1. Using the Client Account is possible only after its creation.

2. To create a Client Account, registration is required. This involves entering into an agreement to provide a Subscription. This process formalizes the user's engagement with the service, setting the terms under which the services will be accessed and used.

3. Creating a Client Account occurs after providing registration details such as first and last name, email address, chosen password, and address information. Additionally, the Service

Recipient may voluntarily provide other data included in the registration form. This process is designed to gather essential information for setting up and securing the account while offering the option to include additional details that might enhance the service experience.

4. Creating a Client Account can also be done by logging in with a Google, Facebook, or Apple account. This method provides a convenient and streamlined registration process by allowing users to use their existing social media or tech platform credentials, enhancing user experience with easier access and potentially faster setup.

5. The password used for authentication must be confidential, known only to the Service Recipient. It should be sufficiently complex and difficult to guess to ensure security. Specifically, the password should not consist of complete words, include the Service Recipient's name, surname, nicknames, or those of close associates. Additionally, it should not represent significant dates for the Service Recipient, nor should it contain names of months, their numerical representations, or year markings. This guideline helps protect the account from unauthorized access and potential security breaches.

6. The Service Recipient is solely responsible for ensuring the complexity and confidentiality of their password, as well as for regularly updating it. This responsibility includes choosing a password that is secure enough to prevent unauthorized access and changing it periodically to maintain account security..

7. The Service Recipient is responsible for all actions taken on their Client Account using their login and password as a result of disclosing, whether directly or indirectly, intentionally or through negligence, their authentication data to another person. This underscores the importance of maintaining strict confidentiality and security practices concerning account credentials to prevent unauthorized access and misuse of the account.

8. To the fullest extent permitted by law, the Service Provider is not responsible for actions taken on a Client Account resulting from a breach of password confidentiality or other consequences associated with the login credentials of the Client Account. This clause emphasizes the importance of users safeguarding their account information, as the Service Provider cannot be held liable for incidents that occur due to users' failure to protect their login details.

9. Before submitting the registration form, by marking the appropriate field, the Service Recipient should declare that they have read the Terms and Conditions, accept its provisions, and voluntarily decide to use the Services immediately upon their provision, thereby waiving their right to withdraw from the agreement in connection with the conclusion of a distance contract. This ensures that users are fully aware of and agree to the terms under which they are engaging with the services, including acknowledgment of their rights and obligations regarding cancellation and immediate service commencement..

§8

SUBSCRIPTION

1. The Service Provider offers a paid service to the Service Recipient, which consists of providing access to digital video files. These files feature proprietary training sessions and exercises that have been previously published in the Application or made available to the Service Recipient. This subscription model allows users to view and participate in fitness content conveniently through their devices, enhancing their ability to engage in physical activities guided by professional standards and creative input from the service provider..

2. Within the Application, the Service Provider enables the purchase of Services through a Subscription model. This model typically offers users ongoing access to the Application's features, updates, and content for a recurring fee, providing a continuous and enhanced user experience.

3. Subscription orders can be placed through the Application.i.

4. To gain access to the training sessions, the Service Recipient is required to purchase a Subscription and create a Client Account in the Application. This process ensures that users have secure and personalized access to the content and services offeredi.

5. When placing an order for a Subscription Service, the Service Recipient is required to enter or select the following:

    1) **Type of Service**: The specific subscription package they wish to purchase, which may vary in terms of duration, content access, and other features;

    2) **Billing Information**: This includes details necessary for processing payments and also serves as data to set up the Client Account. This information typically includes name, address, and email, which are essential for invoicing and account creation;

    3) **Payment Method**: The Service Recipient must choose a method of payment, such as credit card, PayPal, or other digital payment systems that the application supports. This setup facilitates a streamlined transaction and immediate access to the subscription services upon confirmation of payment;.

6. Placing an order by pressing the appropriate button in the Application is equivalent to the Service Recipient making an offer to the Service Provider to enter into a contract for the provision of the Subscription Service. This act constitutes a formal proposal in a legally binding sense, indicating the Service Recipient's agreement to the terms of the subscription and their intent to enter into the contract under those terms.

7. Before submitting the order form, by checking the appropriate checkbox, the Service Recipient should declare that they have read the Terms and Conditions, accept its

provisions, and voluntarily decide to use the Services immediately upon their provision, thereby waiving the right to withdraw from the agreement in connection with the conclusion of a distance contract..

8. Confirmation of the order acceptance is equivalent to the Service Provider accepting the offer made by the Service Recipient to enter into a Subscription Services Agreement. This step finalizes the contractual relationship, whereby the Service Provider agrees to deliver the subscription services as outlined in the order.

9. The Subscription Service is automatically renewable. This means that unless the Service Recipient cancels the subscription before the renewal date, it will automatically renew for the same duration as the initial subscription period, and the associated fees will be charged using the previously agreed-upon payment method.

§9

SMART MIRROR

1. As part of the Subscription, the Service Recipient gains access to a smart mirror.

2. *The feedback from the smart mirror helps users to improve their exercise form and technique, ensuring they gain the maximum benefit from each session. This feature adds a significant value to the Subscription, leveraging advanced technology to support users in achieving their fitness goals more effectively.*

3. The personalized feedback feature provided via the smart mirror consists of displaying a virtual mirror on the Service Recipient's device. Within this virtual mirror, the Service Recipient can see a direct comparison of their execution of exercises against how the same exercises are performed by a trainer during and after the training session. This real-time feedback is crucial for improving technique and ensuring exercises are performed correctly, enhancing the overall effectiveness of the training.

4. **Proprietary Algorithm**: The smart mirror operates based on a proprietary algorithm developed and implemented by the Service Provider. As the exclusive owner of this algorithm, the Service Provider ensures that the technology behind the smart mirror is unique and protected, offering a competitive edge and a unique user experience.

5. **Device Configuration for Access**: To access the smart mirror features, the Service Recipient must properly configure and connect a camera on their device. This setup is essential for enabling the interactive and personalized feedback functionalities of the smart mirror, which uses visual data to provide real-time analysis and guidance.

6. **Liability for Configuration Errors**: The Service Provider disclaims any responsibility for incorrect device configuration by the Service Recipient. It is the responsibility of the user to

ensure their device is set up correctly according to the instructions provided, enabling the optimal functioning of the smart mirror.

7. **Interactive Exercise Features**: Within the smart mirror's capabilities, the Service Recipient has the option to take snapshots of their exercises during performance and then playback these images. This feature enhances the training experience by allowing users to review their form and technique, making it possible to see progress and identify areas for improvement in real time.

8. These smart mirror functionalities make the training process more engaging and effective, providing users with a high-tech solution to refine their exercise routines and achieve better results through personalized feedback.

9. Access to the smart mirror ceases at the moment the Subscription ends. This means that once the Subscription period is over or if the Subscription is not renewed, the user will no longer be able to utilize the smart mirror functionality within the application. Users interested in continuing to use this feature would need to renew or maintain their Subscription.

§10

PAYMENT CONDITIONS

1. **Pricing**: The payment amount is determined based on the price list available in the Application at the time of placing the order. This ensures that the prices are transparent and understood by the user before the transaction.

2. **Inclusive Pricing**: Prices listed in the Application are inclusive of all taxes (VAT) and are presented in the local currency. This helps users understand the exact amount they will be paying without needing to calculate additional tax charges.

3. **Total Order Price**: The total price of the order, visible before confirming the order, includes the price along with tax liabilities and any derivative costs, particularly transaction fees. This total cost is binding for both the Service Provider and the Service Recipient, ensuring there are no unexpected charges.

4. **Payment Methods**: The Service Provider offers the following payment options for the services provided:

    1) Using the external payment system Apple Pay.

    2) Using the external payment system Google Pay. These options offer convenience and security, allowing users to choose the method that best suits their preferences.

5. **Payment Obligation**: The Service Recipient is required to make the payment at the moment of placing the order. Immediate payment ensures that the services can be activated or accessed without delay following the order confirmation..

6. **Refunds**: Refunds by the Service Provider occur immediately, no later than 14 days from the date the cause for the refund arises, particularly in cases where the Service Provider fully or partially acknowledges a claim covered by a complaint notification. Refunds are processed according to applicable laws, ensuring that users receive their money back promptly in the event of a valid claim..

7. Refunds are processed using the same method of payment that was used by the Service Recipient in the original transaction unless the Service Recipient agrees to a different method, which should not incur any additional costs for them. This policy ensures that the refund process is straightforward and does not impose extra financial burdens on the customer.

§11

DURATION OF THE AGREEMENT AND RIGHT TO TERMINATION

1. **Duration of Agreement for Application Use**: The agreement for using the Application is valid for as long as the Client Account is active. This ensures that the Service Recipient can access the Application continuously until they decide to terminate their account.

2. **Agreement for Account Management Service**: The agreement for the service of managing the Client Account is entered into at the moment of sending the registration form and is indefinite. This allows for ongoing account management without the need for renewal unless the Service Recipient decides to terminate..

3. **Termination of Agreements**: Both the agreement for the service of managing the Client Account and the agreement for using the Application are terminated when the Client Account is closed. This automatic termination aligns the closure of the account with the cessation of service and application usage rights.

4. **Termination of Account Management Service**: The agreement for the service of managing the Client Account can be terminated at any time by the Service Recipient without stating a reason, subject to the conditions outlined in the subsequent clause. Notice of termination must be submitted either through the Application or via email to kontakt@stretchme.pl This provision offers flexibility and control to the Service Recipient, allowing them to discontinue the services at their discretion.

5. **Subscription Service Agreement Formation**: The agreement for the Subscription Service is entered into at the moment of purchase and is valid for a specified period depending on

the chosen subscription option. This defined term is essential as it outlines the duration during which the user can access the services provided under the subscription.

6. **Termination of Subscription Service**: The agreement for the Subscription Service terminates upon the end of the subscription period. This cessation aligns the termination of service access with the expiration of the subscription.

7. **Cancellation of Subscription**: The Subscription Service agreement can be terminated at any time, effective at the end of the current billing period. Subscribers can utilize the cancellation functionality available in the AppStore or Google Play Store settings. This feature provides flexibility, allowing subscribers to discontinue the service at their discretion without immediate effect but rather at the end of the current payment cycle.

8. **Smart Mirror Access Service Agreement**: The agreement for access to the smart mirror service is also established at the moment the subscription is purchased.

9. **Termination of Smart Mirror Access Service**: Similar to the Subscription Service, the agreement for the smart mirror access terminates concurrently with the end of the Subscription. This ensures that all special features and services related to the subscription, including smart mirror access, are uniformly managed under the same terms and conditions.

10. The Service Provider is authorized to immediately terminate or suspend the execution of the agreement under the following circumstances:

    1) **Force Majeure or Exceptional Events**: If force majeure or another exceptional event occurs that makes it impossible to provide the Services according to the agreement despite due diligence. This includes natural disasters, wars, strikes, or governmental actions that are beyond the control of the Service Provider and that prevent the normal operation of the serviceą;

    2) **Submission of False Information**: If the Service Recipient provides false data or uses forged or documents not belonging to them during the contract signing process. This provision is vital to ensure all contractual relationships are based on truthful and accurate information.;

    3) **Transfer of Contractual Rights and Obligations**: If the Service Recipient transfers their rights and obligations under the agreement to a third party without the consent of the Service Provider. Such transfers could affect the ability of the Service Provider to enforce the agreement and ensure compliance with its terms;

    4) **Unauthorized Access**: If the Service Recipient provides or allows access to the Application to a third party. This action could violate licensing agreements and potentially expose the application to unauthorized use, which could compromise security and service integrityj;

5) **Violation of Terms and Conditions**: If the Service Recipient violates any provisions of the Terms and Conditions. Adherence to the agreed-upon rules is crucial for maintaining the order and functionality of the services provided.

§12

WITHDRAWAL FROM THE AGREEMENT

1. **No Right to Withdraw**: The right to withdraw from the agreement does not apply to the Service Recipient who is a consumer concerning contracts for the supply of digital content not provided on a tangible medium if The performance has begun with the consumer's prior express consent, The consumer has acknowledged that they will lose their right to withdraw once the contract has been fully performed by the Service Provider, and. The provision of the service began before the end of the withdrawal period with the Service Recipient's explicit consent and after being informed by the Service Provider about the loss of the withdrawal right..

2. **General Right to Withdraw**: In other cases, the Service Recipient may withdraw from the contract without giving any reason within 14 days of concluding the agreement with the Service Provider. This general withdrawal right allows consumers a "cooling-off" period to reconsider their online purchases and services.

3. **Explicit Consent for Immediate Service Provision**: By entering into the Service Agreement, the Service Recipient explicitly consents to the immediate provision of services involving the delivery of digital content immediately after the conclusion of the Agreement and upon payment as per the terms of the Agreement.

4. **Acknowledgment of Loss of Withdrawal Right**: By accessing the Application and its content under the Subscription before the expiration of the 14-day withdrawal period, the Service Recipient acknowledges and accepts that they lose their right to withdraw from the contract within 14 days of its conclusion as provided under Article 27 of the Consumer Rights Act of 30 May 2014.

5. **Confirmation Requirement**: Registration of the Service Recipient in the Application and the purchase of the Subscription requires an explicit confirmation by ticking a checkbox by the Service Recipient that:

   1) They have been informed of the conditions under which they lose their right to withdraw from the agreement.

   2) They consent to the immediate start of the performance of the digital content service

6. The provisions concerning consumers mentioned above apply to an individual entering into a contract directly related to their business activity, provided that it is clear from the content

of the agreement that it does not have a professional character for that individual, particularly concerning the nature of the business activity performed by them, as registered in the Central Registration and Information on Business (Centralna Ewidencja i Informacja o Działalności Gospodarczej).

§13

COMPLAINT PROCEDURE

1. Any comments or complaints regarding services provided electronically can be reported in the following ways:

    1) **In Writing**: Complaints can be submitted in writing, either personally or via postal service, to the address: Młocarni 69, Warsaw

    2) **Electronically**: Complaints can be sent via email to: kontakt@stretchme.pl;

2. **Identity and Contact Information**: Complaints, grievances, or requests must include the complainant's full name, a detailed description of the issue, and a correspondence address or an email address for the Service Provider to send a response.

3. **Method and Timeliness of Response**: The Service Provider will respond within 30 days of receiving the complaint, grievance, or request. The response will be in writing to the correspondence address specified or via email to the provided email address.

4. These provisions apply to an individual entering into a contract directly related to their business activities, provided that it is evident from the contract that it does not have a professional character for that individual, particularly in relation to the nature of the business activity conducted by them, as registered in the Central Registration and Information on Business Activities. This ensures that the contract is treated as non-professional despite being linked to business activities, thereby extending certain consumer protections to such individuals.

§14

ALTERNATIVE DISPUTE RESOLUTION AND CLAIMS PROCEDURES, AND ACCESS TO THESE PROCEDURES

1. Detailed information about alternative methods for resolving complaints and pursuing claims, as well as rules for accessing these procedures, can be found at the following addresses:https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php, Additionally, a list of institutions involved in the out-of-court resolution of consumer disputes, along with information on the types of cases these entities handle, is available at

www.uokik.gov.pl. These resources provide consumers with options to resolve disputes without the need for litigation, offering a faster, often less expensive alternative to traditional court proceedings.

2. At the Office of Competition and Consumer Protection, there is a contact point (telephone: 22 55 60 333, email: kontakt.adr@uokik.gov.pl, or postal address: Pl. Powstańców Warszawy 1, 00-030 Warsaw) whose role includes assisting consumers in matters related to the out-of-court resolution of consumer disputes. This service provides consumers with guidance and information on how to proceed with complaints and disputes through alternative means, facilitating easier access to dispute resolution mechanisms.

3. As a consumer, the Service Recipient has the following exemplary options for using alternative dispute resolution methods to handle complaints and pursue claims:

    1) **Approach the Provincial Inspector of the Trade Inspection**: The consumer can submit a request to initiate proceedings for out-of-court dispute resolution.

    2) **Refer the matter to the Permanent Arbitration Court**: This can be done at the Provincial Inspector of the Trade Inspection. More information is available on the website: http://www.spsk.wiih.org.pl/.

    3) **Contact city or county consumer ombudsmen or social organizations**: Such organizations include the Consumer Federation, whose statutory tasks include consumer protection. Advice is provided via email at porady@dlakonsumentow.pl and through the consumer helpline at 801 440 220 (available on weekdays from 8:00 AM to 6:00 PM, with call charges according to the operator's tariff)..

4. At the address http://ec.europa.eu/consumers/odr, there is an online dispute resolution platform available for handling disputes between consumers and businesses at the EU level (ODR platform). The ODR platform provides an interactive and multilingual website with a comprehensive service point for consumers and businesses aiming to settle disputes out-of-court regarding contractual obligations arising from online sales contracts or service agreements. For more information, visit the platform's website or the Office of Competition and Consumer Protection's webpage at https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php.

§15

Detailed Risks Associated with Using Electronically Provided Services

1. The Service Provider declares that the public nature of the Internet and the use of services provided electronically can pose a risk of unauthorized persons accessing and modifying the data of Service Recipients. Therefore, Service Recipients should implement appropriate

technical measures to minimize the aforementioned risks. Specifically, they should use antivirus programs and identity protection software to safeguard their activities on the Internet. This precaution helps to ensure the security and integrity of their data while using electronic services.

2. The Service Provider implements technical and organizational measures appropriate to the level of risk, including mechanisms to prevent unauthorized persons from acquiring and modifying personal data transmitted over the Internet. This is done to ensure the security of messages and data transmitted within the Application.

3. Key Potential Risks Associated with Using the Internet Include:

    1) Malicious Software;

    2) Spyware Programs that covertly collect information about the user and send it to the program's author, usually without the user's knowledge or consent;

    3) Tracking Programs;

    4) Unsolicited and unwelcome electronic messages sent simultaneously to many recipients, often containing advertising content;

    5) spam;

    6) Fraudulent attempts to obtain sensitive information by impersonating a trustworthy person or institution;

    7) Unauthorized access to the Service Recipient's information systems.;

4. To avoid the risks associated with using services provided electronically, the Service Recipient should equip their device and any other information technology devices used to connect to the Internet with antivirus programs. Such programs should be continuously updated;

5. Additionally, the following measures help protect against threats:

    1) Enabled Firewall: Helps block unauthorized access to your devices from the internet, controlling the incoming and outgoing network traffic based on predetermined security rules;

    2) Software Updates: Keeping all software up to date is crucial as updates often include patches for security vulnerabilities that could be exploited by attackers;

    3) Caution with Email Attachments: Avoid opening email attachments from unknown sources as they can contain malicious software that might compromise your system;

    4) Read Installation Windows and Licenses: Always read installation prompts and license agreements to avoid inadvertently installing unwanted programs or agreeing to unfavorable terms;

5) Regular Comprehensive Antivirus Scans: Perform regular full system scans with antivirus software to detect and remove any malware that might have infiltrated your devices.

6) Data Transmission Encryption: Use encryption methods to secure your data during transmission, protecting sensitive information from interception by unauthorized parties;

7) Use of Genuine Systems and Applications: Always use original operating systems and applications from legitimate sources to reduce the risk of malware and ensure you receive regular updates from the software provider..

§16

PERSONAL DATA

1. The administrator of the Service Recipient's personal data is the Service Provider..

2. Complete information regarding the processing of the Service Recipient's personal data can be found in the Mobile Application Privacy Policy at https://app-dev.physiostretch.app/pdfs/privacy-policy_eng.pdf

3. Complete information regarding the use of Cookie files can be found in the Cookie Policy at https://app-dev.physiostretch.app/pdfs/cookies-policy_eng.pdf

§17

CHANGES TO THE TERMS AND CONDITIONS

1. The Terms and Conditions may be changed due to amendments in the laws related to the subject matter of the provisions contained in the Terms, as well as due to technical or organizational changes related to the services provided by the Service Provider, particularly in the following cases:

1) A change in the operation of the Services or functionalities offered by the Service Provider, including the withdrawal of a Service or functionality to which the provisions of the Terms and Conditions apply;

2) The introduction of new Services or functionalities by the Service Provider, to which the provisions of the Terms and Conditions will apply;

3) Changes in the IT systems used by the Service Provider, to which the provisions of the Terms and Conditions apply.

4) Changes in laws regulating the Services offered by the Service Provider, to which the provisions of the Terms and Conditions apply, impacting the provision of the Service, the execution of the contract, or the Terms and Conditions.

5) Changes in tax regulations or accounting principles used by the Service Provider.

6) Changes in or the issuance of new court rulings, administrative decisions, recommendations, or guidelines from authorized bodies, including the President of the Office of Competition and Consumer Protection or the Court of Competition and Consumer Protection, related to the provision of Services, the execution of the contract, or the Terms and Conditions.

7) Changes made by the Service Provider to the business model of the activities covered by these Terms and Conditions.

2. **All changes to the Terms and Conditions** must be communicated to Service Recipients by posting the information in the Application and by sending it to the email address provided during the creation of the Client Account or the purchase of a Subscription..

3. In the event of changes to the Terms and Conditions, the Service Recipient has the right to terminate the contracts without a notice period by submitting a written statement of intent, citing the change in the Terms and Conditions as the reason for termination.

4. The Service Provider has the right to change the service pricing or withdraw a specific type of service from the offer. These changes do not constitute a change to the Contract or the Terms and Conditions.

5. Previous versions of the Terms and Conditions are available upon request by the Service Recipient.

§18

INTELLECTUAL PROPERTY

1. The Service Provider declares that the copyright to the Application software and other works available as part of the Services provided through the Application, particularly those available under the Subscription, belong to the Service Provider. The Service Provider hereby grants the Service Recipient a non-exclusive license to use the Application solely under the terms provided in these Terms and Conditions.

2. The rights and obligations of the Service Recipient under the license granted by the Service Provider are as follows:

1) The Service Recipient has a non-exclusive, non-transferable, and territorially unrestricted right to install, store, display, and use the Application on a Device.

2) The right to use the license is time-limited and lasts until the Service Provider ceases to provide the Services.

3) The Service Recipient may not copy, distribute, or extract components of the Application, nor may they create products based on the Application or those provided under the Subscription (i.e., they may not create derivative works).

4) Usługobiorca nie może używać Aplikacji ani utworów udostępnionych w ramach Subskrypcji do świadczenia usług o charakterze dochodowym;

5) The Service Recipient may not use the Application or works provided under the Subscription to offer profit-generating services.

6) The Service Recipient may not attempt to reverse-engineer the Application's source code through decompilation or any other method, unless expressly permitted by law that clearly overrides this provision.

7) The Service Recipient agrees to use the Application in compliance with all applicable laws relevant to the Application based on the territorial jurisdiction of the Service Provider, including, but not limited to, applicable restrictions related to copyright and other intellectual property rights.

§19

FINAL PROVISIONS

1. To the extent permitted by mandatory applicable law, the invalidity of any provision of the Terms and Conditions does not affect the validity of the remaining provisions of the Terms and Conditions.

2. The Service Recipient is not entitled to transfer all or part of their rights or obligations (assignment), nor to encumber their rights under the Agreement to third parties/for the benefit of a third party without the prior written consent of the Service Provider, under penalty of nullity. This provision also applies to any unnamed contracts regarding the accession to claims by third parties.

3. In matters not regulated by the Terms and Conditions, the relevant provisions of Polish law shall apply, particularly the provisions of the Act of May 30, 2014, on Consumer Rights, the Act of July 18, 2002, on the Provision of Electronic Services, the Civil Code, and the Act of February 4, 1994, on Copyright and Related Rights.

4. Polish law shall apply to the resolution of any disputes related to the execution of the agreement or in matters not regulated by the Terms and Conditions.

5. Any disputes arising between the Service Provider and the Service Recipient who is a Consumer shall be submitted to the courts competent for the Service Recipient's place of

residence. For other Service Recipients, the competent court shall be the court with jurisdiction over the Service Provider's registered office.