AI SPRINTER TERMS OF USE

Thank you for using the AI Sprinter Services. These Terms of Use explain the terms and conditions of use of the AI-SPRINTER ("**the Application**") and the services provided by the Service Provider. Please read it carefully. Our privacy policy outlines how we handle your personal data is available here.

The Application is a professional tool for creating content for publication in social media, which – based on the use of generative artificial intelligence – considers the individual style of the User. The content is generated based on historical content downloaded from the User's social media account – directly or using a dedicated API (dedicated application programming interface).

The Terms of Use are governed by Polish law and are the terms of use referred to in Article 8 of the Polish Act of 18 July 2002 on the provision of electronic services (hereinafter: "**the Act on the provision of electronic services**").

The service provider is **RB ALTUM Group spółka z ograniczoną odpowiedzialnością** with its registered office in Kraków (registered office address: Mała Góra 88 lok. 25, 30-864 Kraków), entered into the register of entrepreneurs of the National Court Register kept by the District Court for Kraków Śródmieście in Kraków, XI Commercial Division of the National Court Register under KRS number: 0000841700, TIN: 6793199754, REGON (National Business Registry Number): 386072842, with a share capital of PLN 5,000.00 (five thousand zlotys) paid in full ("**Service Provider**").

Contact with the Service Provider is possible via:
1) e-mail – at: aisprinter.office@gmail.com;
2) traditional post office – at the following address: Mała Góra 88 apt. 25, 30-864 Kraków;
3) phone number – at: +48 881 266 135.

The information available in the Application about the services provided by the Service Provider, in particular their descriptions, technical and performance parameters and prices, constitute an invitation to conclude an agreement within the meaning of Article 71 of the Act of 23 of Polish Civil Code (hereinafter: "**Civil Code**").

IF YOU COMPLY WITH THESE TERMS, YOU HAVE THE RIGHTS BELOW. BY USING AI SPRINTER YOU ACCEPT THESE TERMS.

1. Definitions

Capitalized words used in the Terms of Use have the following meanings:
1) **Price List** – a document or information specifying the current price of the Digital Service and the Service Packages for the use of the Application;
2) **Civil Code** – the term defined in § 1 section 6 of the Terms of Use;
3) **Consumer** – a natural person concluding a legal transaction with the Service Provider that is not directly related to their business or professional activity;

4) **Account** - a panel created in the Application's IT system, enabling the User to use its functionalities, including the Account Service;

5) **License** – the term defined in § 9 section 7 of the Terms of use;

6) **Non-compliance** – means non-compliance of the Object of digital supply with the Agreement for its provision (the criteria for assessing the compliance of the Object of Digital Supply with the Agreement for its delivery are specified in Article 43k(1)-(2) of the Consumer Rights Act);

7) **Subscription Period** – the period for which the Service Provider makes the Service of using the Application available to the User in accordance with the Price List and the Package selected by the User;

8) **Subscription Fee** – a fee paid by the Service User in advance in exchange for the Service of using the Application, determined in accordance with the Price List in force at the time of its order;

9) **Opinion** – the User's opinion on the Service of using the Application, including a description of the User's experience related to the use of the above-mentioned services;

10) **Package** – a set of specific Services offered by the Service Provider via the Application; currently available Packages and the fees for them are shown in the Price List;

11) **Privacy Policy** – a document containing information on the processing of personal data of Users by the Service Provider;

12) **Entrepreneur** – a natural person, a legal person or an organizational unit without legal personality, which is granted legal capacity by specific Terms of Use, conducting business or professional activity in its own name;

13) **Entrepreneur with Consumer Rights** – a natural person conducting business or professional activity on their own behalf, who has concluded an Agreement with the Service Provider directly related to their business activity, but not having a professional character for this person, resulting in particular from the subject of their business activity;

14) **Terms of Use** – the term defined in § 1 section 1 of the Terms of Use;

15) **User Content** – any data (including personal data), electronic files, information and materials saved by the User in the Account;

16) **Agreement** – the Agreement for the provision of the Account Service, the Agreement for the provision of the Application Use Service;

17) **Account Service Agreement** – an agreement for the provision of a digital service within the meaning of the Consumer Rights Act, under which the Service Provider undertakes to provide the Account Service to the User free of charge for an indefinite period of time, and the User undertakes to provide the Service Provider with their data, including personal data;

18) **Application Use Service Agreement** – an agreement for the provision of digital services within the meaning of the Consumer Rights Act, under which the Service Provider undertakes to provide the Service of using the Application to the User for a fee; the condition for concluding the Application Service Agreement is the prior conclusion of the Account Service Agreement;

19) **Account Service** – a digital service within the meaning of the provisions of the Act on Consumer Rights, consisting in the creation and maintenance of an Account by the Service Provider for the benefit of the User;

20) **Application Use Service** – a digital service within the meaning of the Consumer Rights Act, consisting in enabling the Customer by the Service Provider to use the functionalities of the Application consisting in creating posts (content) for Facebook, Instagram, LinkedIn, converting articles into posts, generating ideas for posts, using AI (artificial intelligence);
21) **User** – a client using the Application, who is an Entrepreneur, an Entrepreneur with Consumer rights or a Consumer;
22) **Service Provider** – the term defined in § 1 section 4 of the Terms of use;
23) **Consumer Rights Act** – the Act of 30 May 2014 on Consumer Rights;
24) **Act on the provision of electronic services** – the term defined in § 1 section 3 of the Terms of use;
25) **User** – a person with an Account in the Application, who is a Consumer or a person authorized to represent the User and use the Application on their behalf.

2. Technical requirements

To properly use the Services it is necessary jointly:
1) Internet connection;
2) having devices that allow you to use Internet resources;
3) current and correctly configured version of web browsers: Chrome on Android devices and desktop devices, Safari on Apple mobile devices, Chrome on desktop devices indicated;
4) using a web browser that allows hypertext documents to be displayed on the screen of the device, linked to the Internet by a web service and that supports the JavaScript programming language, and also accepts cookies;
5) having an active e-mail account.

it is forbidden for Users to use viruses, bots, worms or other computer codes, files or programs (in particular those automating the processes of scripts and applications or other codes, files or tools).

The Service Provider uses cryptographic protection of electronic transfer and digital content by using appropriate logical, organizational and technical measures, in particular to prevent third parties from accessing data, including SSL encryption, the use of access passwords and antivirus or anti-unwanted software programs.

3. General terms of use

The User is obliged to use the Services provided in a manner consistent with the provisions of generally applicable law, the provisions of the Terms of use, as well as good practices.

The provision and generation of illegal content by the User is prohibited.

The User is obliged to provide only data (including personal data) consistent with the actual state. The Service Provider shall not be liable for the consequences of providing false or incomplete data by the User.

The conclusion of the Agreement for the provision of the Service of using the Application requires the prior conclusion of the Agreement for the provision of the Account Service.

In particular, the following shall be considered a violation of the Terms of Use:
1) provision or generation of illegal content by the User;
2) your use of the Digital Services for other than their intended purpose;
3) providing false or incomplete data by the User or User;
4) performance by a natural person of actions on behalf of the User despite the lack of authorization to represent the User;
5) conclusion by the User of more than one Agreement for the provision of the Service of using the Application without the consent of the Service Provider.

In the event of a violation of the Terms of Use, the Service Provider may call on the Service User to remove it and set a deadline of not less than 7 (seven) days for this purpose.

Any statements, summons, notifications and information referred to in the Terms of use may be sent by e-mail, unless a specific provision of the Terms of use provides otherwise.

4. Account Service Agreement

To conclude the Agreement for the provision of Account Service, the User should perform the following actions:
1) go to the Application website and then go to the registration form;
2) In the form that appears, enter:
    a) name
    b) e-mail address (which is also the User's login);
3) it is obligatory to tick the checkbox next to the declaration of reading the Terms of use and the Privacy Policy and accepting their provisions;
4) Click "Register".

Clicking the "Register" option is tantamount to concluding the Account Service Agreement by the User.

After creating an Account, the User may supplement the data stored on it with:
1) name and surname;
2) billing address;
3) company name, company NIP, address and invoice data – if the Service User is an Entrepreneur or an Entrepreneur with Consumer rights;

By means of the Account, the User may:
1) store their data and the data of the User they represent;
2) purchase Packages;
3) use the services included in the purchased Package.

The Service Provider informs, and the User acknowledges, that the compliance of the Account Service with the Account Service Agreement does not require the User to install updates.

If the User is not granted access to the Account immediately after the conclusion of the Agreement for the provision of the Account Service, the User calls on the Service Provider to immediately grant access to the Account. The request referred to in the preceding sentence may be sent by e-mail.

If the Service Provider does not grant the User access to the Account immediately after receiving the request referred to in the preceding sentence, the User may withdraw from the Account Service Agreement. Notwithstanding the above provisions, if the User is not granted access to the Account, the User may withdraw from the Account Service Agreement without calling the Service Provider to grant access to the Account, if at least one of the cases indicated in Article 43j(5) of the Polish Consumer Rights Act occurs.

The above provisions apply only to Users who are Consumers or Entrepreneurs with Consumer rights.

Also the User may at any time and without giving a reason terminate the Agreement for the provision of the Account Service with a notice period of 14 (fourteen) days.

The User's withdrawal from the Account Service Agreement or its termination, regardless of the basis for this action, takes place by submitting to the Service Provider a statement of withdrawal from the Account Service Agreement or its termination. The statement referred to in the preceding sentence may be sent by e-mail. The Service Provider deletes the Account immediately after receiving the statement referred to in the preceding sentence or after the expiry of the notice period indicated in the Terms of use.

In the event of the User's violation of the provisions of the Terms of use and failure to remedy this breach despite receiving the request, the Service Provider may terminate the Agreement for the provision of the Account Service with a notice period of 7 (seven) days, by submitting a notice of termination to the Service User via e-mail. After the expiry of the notice period indicated in the preceding sentence, the Account is permanently deleted. During the notice period, the Service Provider may block the User's access to the Account if it is necessary to prevent further violations by the Service User.

If, prior to withdrawal from the Account Service Agreement or its termination, regardless of the basis for this action, the Service User has concluded the Application Use Service Agreement, withdrawal from the Account Service Agreement or its termination by either Party shall be tantamount to simultaneous withdrawal from the Application Service Agreement and its termination.

5. Application Service Agreement

Based on the Agreement for the provision of the Application Use Service, the Service Provider enables the User (to the extent resulting from the Package purchased by the Service User) to use the functions of the Application using AI (artificial intelligence):

1) the ability to create posts in 25 languages;

2) the ability to convert articles into posts;
3) the ability to generate ideas for posts;

the ability to create posts in the style of the User based on the User's historical posts (if the User's post history contains information relating to the name of the company or people (names and surnames), the system may generate posts using this data).

To conclude the Agreement for the provision of the Service of using the Application, the User should perform the following actions:
1) enter the Application and log in to the User Account;
2) choose one of the offered Packages;
3) obligatorily tick the checkbox next to the declaration of consent to commence the provision of the Service of using the Application before the deadline for withdrawal from the Agreement for the provision of the Service of using the Application (the right of withdrawal referred to in this point 3 is vested only in the Users who are Consumers or Entrepreneurs with Consumer rights);
4) it is mandatory to tick the checkbox next to the declaration of reading the Terms of use and the Privacy Policy and accepting their provisions;
5) make payments for the Package (unless, in accordance with the Price List, the User may use the Service of using the Application free of charge);
6) Click "Order with obligation to pay".

Clicking the "Order with obligation to pay" option and making the payment (if required) is tantamount to concluding the Agreement for the provision of the Application Use Service by the User.

The Agreement for the provision of the Application Use Service is concluded for a definite period. The use of the Application Service after the end of the Application Agreement requires the conclusion of another Application Service Agreement.

After clicking the "Order with obligation to pay" option, the User should authenticate the previously provided e-mail address and complete the Account with the following data (if they have not yet been completed in the User Account):
1) name and surname;
2) numer by phone;
3) company name, Tax Identification Number, address and invoice data – if the User is an Entrepreneur or an Entrepreneur with Consumer rights.

If the Service User is not granted access to the Application Use Service immediately after concluding the Application Use Service Agreement, the Service User calls on the Service Provider to immediately grant access to the Application Use Service. The request referred to in the preceding sentence may be sent by e-mail. If the Service Provider does not grant the Service User access to the Service of using the Application immediately after receiving the request referred to in the preceding sentence, the Service User may withdraw from the Agreement for the provision of the Service of using the Application.

In the event of failure to provide the Service User with access to the Service of using the Application, the User may withdraw from the Agreement for the provision of the Service of using the Application without calling the Service Provider to grant access to the Service of using the Application, if at least one of the cases indicated in Article 43j(5) of the Polish Act on Consumer Rights occurs.

The above provisions apply only to Users who are Consumers or Entrepreneurs with Consumer rights.

In the event of User's withdrawal from the Agreement for the provision of the Service of using the Application, the Service Provider shall immediately suspend the provision of the Service of using the Application and return the remuneration to the User (if it has been paid) within 14 (fourteen) days from the date of receipt of the statement of withdrawal from the Agreement for the provision of the Service of using the Application.

If the User violates the provisions of the Terms of use and fails to remedy this breach despite receiving the notice referred to in Terms of use, the Service Provider may terminate the Agreement for the provision of the Service of using the Application with a notice period of 7 (seven) days, by submitting a notice of termination to the Service User by e-mail. After the expiry of the notice period indicated in the preceding sentence, the Service Provider shall suspend the provision of the Service of using the Application. During the notice period, the Service Provider may block the User's access to the Service of using the Application, if it is necessary to prevent further violations by the User.

In the event of termination of the Agreement for the provision of the Service of using the Application by the Service Provider, the User who is a Consumer or an Entrepreneur with the rights of a Consumer is entitled to a refund of part of the remuneration in the amount proportional to the period of validity of this Agreement specified in the Agreement for the provision of the Service of using the Application. The refund of part of the remuneration takes place within 14 (fourteen) days from the date of termination of the Agreement for the provision of the Service of using the Application by the Service Provider.

6. <u>Fees and billing</u>

The services available in the BETA version (demo version of the Application) are provided free of charge.

The prices of the Packages are expressed in USD and constitute a net value.

Unless a specific provision of the Terms of use or individual arrangements with the Service Provider provide otherwise, all payments due to the Service Provider are made by the Service Users using the payment systems made available within the Application.

The Service Provider provides for the possibility of using the Application as part of a free trial version (**"Trial"**). As part of the Trial the Service User obtains the right to generate up to 10 posts per month free of charge. After using the allocated number of posts to generate, the User can choose the Package and make the payment in accordance with the Price List. The Service Provider stipulates that the number of posts to be generated, which is offered as part of the Trial Version of the Application, may change.

For the provision of Services, the Service User is obliged to pay the Subscription Fee according to the amounts indicated in the Price List. Changes in the prices indicated in the Price List are announced on the Application website and do not constitute changes to these Terms of use.

The payment date is the date on which the amount of the Subscription Fee due for the Service of using the Application is credited to the Service Provider's bank account. After the payment is credited, the Service Provider sends to the User's e-mail address information about granting access to the purchased Service of using the Application together with an invoice.

The User shall pay for the Service of using the Application each time for the next Subscription Period.

Before the end of the current Subscription Period, the Service Provider shall inform the User by e-mail about the expiry of the Subscription Period and about the amount of fees for extending the period of providing access to the Application for the next Subscription Period. Extension of the Subscription Period is tantamount to concluding another Agreement for the provision of the Service of using the Application on the terms specified in the Terms of use.

The User extends the Subscription Period by making a payment to the bank account indicated by the Service Provider for the use of the Service of using the Application in the next Subscription Period.

If the Subscription Fee was paid before the expiry of the previous Subscription Period, the next Subscription Period shall be calculated from the date following the end of the given Subscription Period.

If the Fee has been paid after the end of the previous Subscription Period, the next Subscription Period will be counted from the date of payment of the Subscription Fee towards the next Subscription Period.

Failure to make a payment on the Service Provider's bank account for the use of the Services in the next Subscription Period will result in blocking access to the Service using the Application. In such a case, the User's data will be stored by the Service Provider for a period of 3 calendar months from the day following the date of expiry of the Subscription Period. During this time, the User may resume using the Services at any time by paying the Subscription Fee or delete their Account from the Application.

7. Price list

The Price List may provide that a certain number of Application Use Services may be used by the User free of charge.

The Service Provider may change the Price List at any time.

The change of the Price List does not in any way affect the amount of fees specified in the Agreements concluded before the change of the Price List.

8. Reviews

The User may send the Service Provider a Review regarding the services provided by the Service Provider. The Service Provider may also offer the Service User the content of the Review for acceptance. Reviews may be sent in any way, including by e-mail.

A Review published by the Service Provider may be deleted by the Service Provider at any time.

Sending a Review is tantamount to the User making a statement that he or she is the sole author of the Review. The User bears full responsibility for the content of the Review and the consequences of its publication (including infringement of personal rights and intellectual property rights of third parties).

By submitting a Review, the User grants the Service Provider a free, non-exclusive license to use. The license is granted for an indefinite period (with the possibility of termination for two years in advance, effective at the end of the calendar year) and without territorial limitations, and covers the use of the Feedback in the following fields of use:
1) fixation and reproduction in any quantity, by any technique and in any format;
2) dissemination in any way, by any means of communication, in particular by publication in the Application and in the Service Provider's social media.

The licence entitles the Service Provider to modify the Review, if it is necessary to disseminate it in a specific way, without changing its essence and content. The licence also authorises the Service Provider to grant further licences to any selected third parties to use the Feedback. Further licence referred to in the preceding sentence may be granted by the Service Provider for a fee or free of charge.

The Service User undertakes not to exercise the author's moral rights to the Opinion (including the right to mark the authorship of the Opinion and the right to supervise the use of the Opinion) and authorizes the Service Provider to exercise these rights on behalf of the User.

User grants the Service Provider a free, non-exclusive license to use the User's name and logo ("**Logo**"). The license is granted for an indefinite period of time (with the possibility of termination for two years in advance, effective at the end of the calendar year) and without territorial limitations, and includes the use of the Logo in the following fields of use: fixation and reproduction in any quantity, by any technique and in any format or dissemination in any way, by any means of communication, in particular by publication in the Application and in the Service Provider's social media.

9. Right of withdrawal

The following provisions apply only to Users who are Consumers or Entrepreneurs with Consumer rights.

Pursuant to Article 27 et seq. of the Polish Act on Consumer Rights, the User has the right to withdraw from the Agreement without giving any reason within 14 (fourteen) days from the date of its conclusion.

The User exercises the right to withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to the Service Provider. To meet the deadline for withdrawal from the agreement, it is sufficient to send the statement before the expiry of the above referred deadline.

The statement of withdrawal from the Agreement may be submitted by the Service User in any form, in particular on the form constituting Appendix No. 2 to the Polish Act on Consumer Rights.

In the event of submitting a statement of withdrawal from the Agreement, the Service Provider shall immediately send the User a confirmation of its receipt by e-mail.

The Service Provider informs, and the User acknowledges, that the right to withdraw from the Agreement is not vested in the User in relation to the Service Provision Agreement, which has been fully performed (pursuant to Article 38(1)(1) of the Polish Consumer Rights Act).

If the withdrawal from the Agreement concerns the Contract for the provision of a service that has not been fully performed, the Service Provider shall return to the User the price of the Package less the value of the services used by the Service User until the withdrawal from the Agreement. The price refund shall be made within 14 (fourteen) days from the date of receipt by the Service Provider of the statement of withdrawal from the Agreement and shall be made using the same method of payment as was used by the Service User in the original transaction, unless the User expressly agrees to a different solution. The User does not bear the costs of returning the payment made.

10. Liability of the Service Provider

To the extent permitted by the provisions of the Polish Civil Code and the Act on Consumer Rights, the Service Provider shall not be liable to the Users/Users for the consequences of:
1) the User uses any services available within the Application contrary to their intended use, good practices, the rights of third parties (including the terms and conditions of social media platforms on which the User/User has his/her account) or the law;
2) Users enter data or content that violates good practices, legal provisions, rights of third parties, terms and conditions of social media platforms, including data or content downloaded from social media profiles;
3) processing by the User/User of personal data contained in the content published on the User's/User's profiles in social media;
4) providing incorrect or false data by Users, in particular data on the duration of cleaning or repair;
5) improper use of the services provided through the Application, in particular using them unlawfully or in a manner that violates the rights of third parties;
6) the effects of the use of data authorizing access to the Account Service by third parties, if these persons came into possession of such data because of their disclosure by the User or as a result of their insufficient protection by the User against access by such persons.

In relation to Users who are not Consumers or Entrepreneurs with Consumer rights, the Service Provider's liability for damage suffered by the User as a result of non-performance or improper performance of the obligation by the Service Provider is limited to damage in the form of actual losses suffered by the User and to the amount not exceeding the total amount of the Service Provider's remuneration paid by the User for the period of the last month.

To the extent permitted by the provisions of the Civil Code and the Act on Consumer Rights, the Service Provider shall not be liable for disruptions in the functioning of the Application resulting from:
1) force majeure;
2) necessary conservation and modernization works carried out in the Application;
3) reasons attributable to the Service User;
4) reasons beyond the Service Provider's control, in particular the actions of third parties, for which the Service Provider is not responsible.

The Service Provider undertakes to carry out the works referred to in section 4 point 2 above in a manner that is as least burdensome as possible for the Users and, if possible, to inform them in advance about the planned works.

The Service Provider undertakes, as far as possible, to remove disruptions in the functioning of the Application on an ongoing basis.

11. Complaints

The following provisions apply to:
1) Users who are Consumers or Entrepreneurs with Consumer rights;
2) Agreements for the provision of the Account Service, Agreements for the provision of the Service of using the Application, unless a specific provision of the Terms of use applies only to one of these Agreements;
3) Non-conformity of the Account Service with the Account Service Agreement, Non-conformity of the Application Service with the Application Service Agreement.

In the event of revealing a Non-Conformity, the User may file a complaint requesting that the Digital Service be brought into compliance with the Agreement for its delivery. The complaint shall be submitted by e-mail.

The complaint should include:
1) the name and surname of the User;
2) e-mail address;
3) a description of the disclosed Non-conformity;
4) a request to bring the Service into compliance with the Agreement on its delivery.

The Service Provider may refuse to bring the Service into compliance with the Agreement on its delivery if it is impossible or would require the Service Provider to incur excessive costs.

After considering the complaint, the Service Provider provides the User with a response to the complaint, in which:

1) acknowledges the complaint and indicates the planned date of bringing the Subject of the digital supply into compliance with the Agreement;
2) refuses to bring the Subject of the digital supply into compliance with the Agreement;
3) rejects the complaint due to its unfoundedness.

The Service Provider shall respond to the complaint by e-mail within 14 (fourteen) days from the date of its receipt.

If the complaint is accepted, the Service Provider shall, at its own expense, bring the Service into compliance with the Agreement for its delivery within a reasonable time from the moment of receipt of the complaint and without undue inconvenience to the User, taking into account the nature of the Object of digital supply and the purpose for which it is used. The Service Provider indicates the planned date of bringing the Service into compliance with the Agreement on its delivery in response to the complaint.

In the event of disclosure of the Non-Compliance, the Service User may submit to the Service Provider a statement on price reduction or withdrawal from the Agreement, if:

1) it is impossible or requires excessive costs to bring the Subject of the Digital Supply into conformity with the Agreement for its delivery;
2) The Service Provider has not brought the Subject of the digital supply into compliance with the Agreement;
3) The non-compliance continues despite the fact that the Service Provider has tried to bring the Subject of the digital supply into compliance with the Agreement for its delivery;
4) The non-compliance is so significant that it justifies withdrawal from the Agreement for the delivery of a given Object of digital supply without prior request from the Service Provider to bring the Object of digital supply into conformity with the Agreement for its delivery;
5) it is clear from the Service Provider's statement or circumstances that the Service Provider will not bring the Digital Subject Matter into conformity with the Agreement for its delivery within a reasonable time or without undue inconvenience to the User; y

A statement on price reduction or withdrawal from the Agreement may be submitted by e-mail.

The statement on price reduction or withdrawal from the Agreement should include:

1) the name and surname of the User;
2) e-mail address;
3) the date of delivery of the Subject of the digital supply;
4) a description of the disclosed Non-conformity;
5) indication of the reason for making the statement, selected from among the reasons indicated in section 11 above;
6) a statement on price reduction, together with an indication of the reduced price or a statement on withdrawal from the Agreement.

The User may not submit to the Service Provider a statement on price reduction if the Non-Conformity

concerns a service provided free of charge.

The Service Provider is not entitled to demand payment for the time during which the Service of using the Application is inconsistent with the Agreement for its provision, even if the User used it before withdrawing from the contract concerning it.

The reduced price must be in such proportion to the price resulting from the Agreement for the provision of the Service of using the Application as the value of the Service of using the Application which is not in accordance with the agreement concerning its provision remains in relation to the value of the Service of using the Application in accordance with the Agreement for the provision of the Service of using the Application (in accordance with the Package purchased by the Service User).

The Service Provider shall return to the User the amounts due as a result of exercising the right to reduce the price or withdraw from the Contract for the provision of the Service of using the Application immediately, no later than within 14 (fourteen) days from the date of receipt of the statement on the price reduction or withdrawal from the Contract for the provision of the Service of using the Application.

If the Service User withdraws from the Account Service Agreement, the Service Provider deletes the Account immediately after receiving the statement of withdrawal from the Account Service Agreement.

If, prior to withdrawal from the Account Service Agreement, the User has concluded the Application Service Agreement, withdrawal from the Account Service Agreement shall be tantamount to simultaneous withdrawal from the Application Service Agreement. Withdrawal from the Agreement for the provision of the Service of using the Application has the same effects as withdrawal from the agreement due to the occurrence of Non-compliance.

12. Intellectual property

All components of the Application, in particular:
1) the name of the Application;
2) the logo of the Application;
3) photos and descriptions;
4) the principles of operation of the Application, all its graphic elements, interface, software, source code and databases
- are subject to legal protection under the provisions of the Polish Act of 4 February 1994 on Copyright and Related Rights, the Act of 30 June 2000 – Industrial Property Law, the Polish Act of 16 April 1993 on Combating Unfair Competition and other provisions of generally applicable law, including the provisions of European Union law.

Any use of the Service Provider's intellectual property without its prior, express permission is prohibited.

For the purposes of providing the Service of using the Application, the User grants the Service Provider a non-exclusive, royalty-free, territorially unlimited license to use the content (posts, graphics) posted by the User on their social media profiles.

13. Generative AI

You may not use the Service to try to violate the intellectual property rights of others, including copyright, patent, or trademark rights. Doing so may subject you to penalties including legal action or a permanent ban from the Service.

The Service User is aware that in order to use the Services, the Service Provider uses tools that enable automatic generation of content with the use of artificial intelligence, which have been trained (as part of machine learning) in whole or in part using data and materials in relation to which third parties may be entitled to intellectual property rights (in particular copyrights and industrial property rights)("**AI Tool**").

Materials created using the AI Tool will fall into the following categories:
1) materials created using the AI Tool, not modified by the User/User ("**Unmodified AI Materials**"),
2) materials created using the AI Tool, modified by the User/User ("**Modified AI Materials**"),
hereinafter collectively referred to as "**AI Materials**".
The User may use the AI Materials without restrictions as part of their business or professional activity.

The User acknowledges the possibility of restrictions on the use of the AI Material and does not raise any objections to this fact. The Service Provider shall not be liable for the User's use of the AI Material and the AI Tool in a manner contrary to the provisions of the Terms of use or violating the rights of any third parties.

The User is aware of the conditions for collecting and processing data used by the AI Tool, i.e. the Chat GPT language model.

14. Out-of-court dispute resolution (EU Users)

The following provisions apply only to Users who are Consumers.

The User has the option of using out-of-court methods of handling complaints and pursuing claims.

Detailed information on the possibility of using out-of-court methods of handling complaints and pursuing claims by the User and the rules of access to these procedures are available at the offices and on the following websites:
1) district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection;
2) Provincial Inspectorates of Trade Inspection;
3) Office of Competition and Consumer Protection.

The User may also use the platform for online dispute resolution (ODR) available at: http://ec.europa.eu/consumers/odr/.

15. Change of Service

The Service Provider may change the Service in the event of:
1) the need to adapt the Service to newly developed devices or software used by the Users to use the Service;
2) the Service Provider decides to improve the Service by adding new functionalities to it or modifying existing functionalities;
3) legal obligation to make changes, including the obligation to adapt the Service to the current legal status.

A change in the Service may not entail any costs on the part of the User who is a Consumer or an Entrepreneur with the rights of a Consumer.

The Service Provider informs the Users about the change of the Service by placing a message on the Account informing about the changes. Regardless of the change, information about the change may be sent to the Users by e-mail.
If the change of the Service will significantly and negatively affect the access to the Service of the User who is a Consumer or an Entrepreneur with the rights of a Consumer, the Service Provider is obliged to inform the User about:
1) the characteristics and timing of the amendment, and
2) the Service User's right to terminate the Service Agreement with immediate effect within 30 (thirty) days of the change.

The above referred information shall be sent by the Service Provider to the Users by e-mail, no later than 7 (seven) days before the change is made.

The User shall terminate the Agreement pursuant by submitting to the Service Provider a statement of termination of the Service Contract. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 5 point 1 of the Terms of Use.

Termination of the Service Contract pursuant to section 5 point 2 above has the same effects as § 13 of the Terms of use provides for in the event of withdrawal from the Service Contract due to the occurrence of Non-compliance.

16. Changes to the Terms of Use

The Service Provider may amend the Terms of use in the event of:
1) change the Service Provider's business;
2) the Service Provider commences the provision of new services, modifications of the services provided so far or ceases to provide them;

3) make technical modifications to the Applications requiring adaptation of the provisions of the Terms of use to them;
4) legal obligation to make changes, including the obligation to adapt the Terms of use to the current legal status.

Users and Subscribers will be informed about the change to the Terms of use by publishing their amended version on the Application website. Regardless of the amendment, the amended version of the Terms of use will be sent to the Users by e-mail.

The provisions of the then applicable Terms of use shall apply to the Agreements for the provision of the Application Service concluded before the amendment of the Terms of use.

17. Final provisions and jurisdiction

The current version of the Terms of use is effective from 11 June 2024.

The Service Provider reserves the right to investigate complaints or reported violations of our Terms of service and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities including User's e-mails, IP addresses or traffic information.

The Terms of use are subject to Polish law. Any disputes under these Terms of use shall be resolved through amicable negotiations, and if no agreement is reached – before a common court with jurisdiction over the registered office of the Service Provider.