

## TERMS AND CONDITIONS OF THE MOBILE APPLICATION Stretchme

VALID FROM March 17, 2023.

### §1

#### GENERAL PROVISIONS

1. These Regulations define the rules for using the Stretchme mobile application, owned by StretchMe Sp. z o. o. with its registered office in Kraków, at ul. Lubomirskiego 20, 31-509 Kraków, entered into the Register of Entrepreneurs kept by the District Court for Kraków Śródmieście in Kraków, 11th Commercial Division of the National Court Register under the number KRS 0000881960, NIP 5213919480, REGON 388143664, share capital in the amount of PLN 10,000.00.
2. The Regulations are available via the Application and the website at <https://www.app.stretchme.app/pdfs/terms-and-conditions.pdf> enabling its recovery, reproduction, recording, in particular the regulations can be saved on a disk and printed.

### §2

#### DEFINITIONS

Capitalized terms used in these Regulations are understood as:

- 1) **App** – software belonging to the Service Provider in the form of a mobile application enabling paid use of the Services offered by the Service Provider;
- 2) **Consumer** – the Service Recipient making a legal transaction with the Service Provider not directly related to its business or professional activity;
- 3) **Customer Account** – a set of resources and rights assigned to a specific Service Recipient after logging in to the Application. The customer account enables the Customer to independently manage the functions available in the customer account;
- 4) **Statute** - means these regulations;
- 5) **Subscription** - A service consisting of paid and limited access to digital video files presenting original trainings and exercises;
- 6) **Device** – an electronic mobile device (mobile phone or tablet) that meets the minimum requirements indicated in the Regulations;
- 7) **Services** – functionalities available in the Application, which are services provided electronically;
- 8) **recipient** - a person using the Services provided by the Service Provider electronically; The Service Recipient may be an adult person with full legal capacity

or a minor who is over 16 years old and has a written consent of his/her statutory representative to use the Services provided by the Service Provider;

- 9) **service provider** - StretchMe Sp. z o. o. with its registered office in Kraków, at ul. Lubomirskiego 20, 31-509 Kraków, entered into the Register of Entrepreneurs kept by the District Court for Kraków Śródmieście in Kraków, 11th Commercial Division of the National Court Register under the number KRS 0000881960, NIP 5213919480, REGON 388143664, share capital in the amount of PLN 10,000.00.

### §3

#### TECHNICAL REQUIREMENTS

1. The application can be downloaded for free from the AppStore.
2. Using the Application requires an electronic mobile device (mobile phone or tablet) operating on the basis of the iOS operating system version 16.0.0 and newer. The indicated requirements for the operating system are the minimum requirements ensuring the proper operation of the Application.
3. The device must have access to the camera/camcorder.
4. The device must have an Internet connection with sufficient bandwidth to play HD videos smoothly;
5. The Service Provider is not responsible for possible incorrect operation of the Application on devices that do not meet the minimum requirements specified in section 2 - 4 above.
6. The Service Provider makes every effort to ensure that the Application works 24 hours a day, 7 days a week. However, this does not exclude the Service Provider's right to order the necessary technical break. The Service Provider will inform the Service Recipients about the planned technical break in the Application or on the website [www.stretchme.app](http://www.stretchme.app)

### §4

#### APPLICATION RULES

1. Using the Application requires setting up a Customer Account, purchasing a Subscription and accepting the Regulations.
2. The Application can be used by persons over 16 years of age.
3. The Service Provider reserves the right to introduce additional restrictions on the use of certain functionalities of the Application.
4. Acceptance of the Regulations and the purchase of the Subscription mean the conclusion of an agreement with the Service Provider for the provision of electronic services for the period of the Subscription.
5. The Service Recipient is obliged to provide true data and update his/her data in the Application, if there are changes to them during the term of the contract, and the entire

responsibility for this rests with the Service Recipient. It is considered that the Service Provider properly performed its information obligations if it sent a notification to the last indicated e-mail address of the Service Recipient, regardless of whether this address is still used by him. The Service Provider is not responsible for the correctness of the data provided by the Service Recipient.

6. The Service Recipient is not entitled to any interference in the content, structure, form, graphics or operation mechanism of the Application.
7. Content posted and made available by the Application, such as: graphics, text, logos, images, photos, audio and video files, data files, presentations, training plans and any other data are protected by intellectual property rights, in particular copyright and related rights Service Providers or entities with whom the Service Provider has concluded an agreement on their use for the purposes of the Application. No part of the content published in the Application may be reproduced or distributed in any form or by any means without the prior written consent of the Service Provider.
8. The use of the Application by the Service Recipient does not result in the transfer of ownership rights or other intellectual property rights to the content of the Application or the Services themselves to the Service Recipient.
9. It is forbidden for the Service Recipient to use the Application or its content or Services provided by the Service Provider in a manner contrary to the law, decency, infringing the personal rights of third parties or the legitimate interests of the Service Provider.
10. The Service Recipient is entitled to use the Application only for his own use, for non-commercial purposes, without the right to publicly use the Application or any part thereof.
11. It is forbidden for the Service Recipient to provide unlawful content, as well as to take actions that may cause disruptions in the operation of the Application.
12. The Service Provider's failure to pursue, exercise his rights under these Regulations or not exercise his rights due to the violation of the Regulations by the Service Recipient cannot be considered acceptance of existing or future violations and such action does not affect the Service Provider's rights under the Regulations.
13. The Service Provider is entitled to block the Customer's Customer Account in the event of improper use of the Application by the Customer, in particular acting in breach of these Regulations.

## **§5**

### **ADDITIONAL LIMITATIONS**

1. Before starting to perform exercises or training made available as part of the Application, the Service Recipient should consult a doctor or specialist. By undertaking exercises or

training made available as part of the Application, the Service Recipient acts at his own responsibility and risk.

2. The Service Recipient declares and acknowledges that the purchase of the Subscription is tantamount to confirmation that he/she has been informed that the exercises presented in the Application are of a general and illustrative nature and do not take into account the individual needs of the recipient. As a consequence, the Service Recipient declares that the videos presenting suggestions on how to perform the exercise, type and sequence of exercises performed do not take into account medical or health contraindications that could apply to an individual Service Recipient. The above means that both the suggestions for carrying out specific exercises and videos showing how to perform them are, in consequence, exemplary, constituting only suggestions on how to conduct the training, and the Service Provider is not responsible for the effects that the exercise may cause on the Service Recipient. As a consequence, the Service Recipient confirms that the exercises do not take into account his individual needs or contraindications to perform specific categories of exercises and releases the Service Recipient from liability for the consequences of their performance.
3. The Service Provider shall not be liable for damage to health, bodily injury, loss of health, diseases suffered by the Service Recipient as a result of using the exercises and trainings under the Subscription, in particular if they were the result of health contraindications, previously acquired diseases, improper exercise performance, lack of proper warm-up, lack of concentration and involvement in exercises and other violations and negligence of the Service Recipient.

## §6

### APP FUNCTIONALITY

1. The application enables the Service Recipients to, among others:
  - 1) using the Application;
  - 2) access to the Customer Account;
  - 3) the ability to purchase a Subscription;
  - 4) access to digital video files as part of the Subscription;
  - 5) access to *smart mirror*.
2. Access to the Services in the Application may require providing additional data of the Service Recipient and expressing the necessary consents. Providing additional data and expressing the necessary consents by the Customer is voluntary, however, failure to provide such data or consent may prevent the Service Provider from providing the Services.

## **§7**

### **CUSTOMER ACCOUNT**

1. Using the Customer Account is possible after its creation.
2. To create a Customer Account, you must register for a fee. It takes place by concluding a contract for the provision of Subscriptions.
3. The Customer Account is created after providing registration data: name and surname, e-mail address, choosing a password and providing address data. Additionally, on a voluntary basis, the Customer may provide other data included in the form.
4. Before sending the registration form, by ticking its appropriate box, the Service Recipient should declare that he has read the Regulations and accepts its provisions and has voluntarily decided that he wants to use the Services immediately after their conclusion, waiving the right to withdraw from the contract in connection with the conclusion of a distance contract .
5. It is also possible to create a Customer Account by logging in via a Google, Facebook or Apple account.
6. The password used for authentication must be confidential, i.e. known only to the Service Recipient, it should be suitably complex and difficult to guess. The password should not consist of full words, contain the name, surname, nicknames of the Service Recipient and his relatives, should not be a date characteristic of the Service Recipient or contain the names of the months, their digital designations or year markings.
7. The Service Recipient is responsible for taking care of the appropriate complexity of the password, its confidentiality and the frequency of changing it.
8. The Service Recipient is responsible for all actions performed on his Customer Account using a login and password as a result of disclosing, directly or indirectly, intentionally or through negligence, credentials to another person.
9. To the fullest extent permitted by law, the Service Provider shall not be liable for actions performed on the Customer Account as a result of breaching the confidentiality rules for the password to the Customer Account or other consequences related to the login to the Customer's Customer Account.

## **§8**

### **SUBSCRIPTION**

1. The Service Provider provides the Service Recipient with a paid Service, the subject of which is to enable the playback of digital video files presenting original trainings and exercises, previously published in the Application or made available to the Service Recipient.
2. As part of the Application, the Service Provider enables the purchase of the Service in the Subscription model.
3. Subscription orders can be placed via the Application.
4. In order to gain access to the trainings, the Service Recipient is obliged to purchase a Subscription and set up a Customer Account in the Application.
5. Placing an order is done by using the appropriate button and is tantamount to submitting an offer to the Service Provider by the Customer to conclude a contract for the provision of the Subscription Service.
6. Before sending the order form, by ticking the appropriate check box, the Customer should declare that he has read the Regulations and accepts its provisions and has voluntarily decided that he wants to use the Services immediately after their conclusion, renouncing the right to withdraw from the contract in connection with the conclusion of the contract for distance.
7. Confirmation of the order is tantamount to acceptance by the Service Provider of the offer to conclude an Agreement for the provision of Subscription Services, submitted by the Service Recipient.
8. The Subscription Service is automatically renewable.

## **§9**

### **SMART MIRROR**

1. As part of the Subscription, the Service Recipient gains access to *smart mirror*.
2. *Smart Mirror* enables the Service Recipient to receive personalized feedback on how the exercises were performed by the Service Recipient during and after the training session, made available as part of the Subscription.
3. Personalized feedback consists in the fact that the Service Recipient is provided with a virtual mirror on his Device, in which the Service Recipient obtains a direct comparison of his exercise performance with this exercise performed by the trainer during and after the training session.
4. Within *smart mirror* based on the manner of exercises performed by the Service Recipient, suggestions for the order and type of exercises performed are presented.

5. *Smart Mirror* works on the basis of a proprietary algorithm developed and implemented by the Service Provider. The Service Provider is the sole owner of the algorithm referred to in the previous sentence.
6. To access *smart mirror* The Service Recipient should configure and connect the camera in the Device.
7. The Service Provider is not responsible for incorrect configuration of the Device by the Customer.
8. As part of access to *smart mirror* The service recipient has the option of taking individual photos of the exercises performed by him, and then reproducing them.
9. Only the Service Recipient has access to the photos, the photos taken are not stored, processed or made available by the Service Provider.
10. Access to the smart mirror ceases at the end of the Subscription.

## **§10**

### **TERMS OF PAYMENT**

1. The value of the payment is determined on the basis of the price list in the Application at the time of placing the order.
2. The prices provided in the Application are gross prices in Polish zlotys and include VAT.
3. The total price of the order, visible before confirming the order, includes the price with taxes and all related costs, in particular transaction costs.
4. The total price of the order is binding for the Service Provider and the Service Recipient.
5. The Service Provider enables the following payment methods for the Services provided:
  - 1) using an external Apple Pay payment system;
  - 2) using the payment method connected by the Service Recipient to the Service Recipient's Apple ID.
6. The customer is obliged to make the payment at the time of placing the order.
7. The return of the payment by the Service Provider takes place immediately, not later than within 14 days from the date of occurrence of the reason, if the Service Provider accepts the claim covered by the complaint in whole or in part, on the basis of generally applicable regulations.
8. The payment is returned using the same payment method that was used by the Customer in the original transaction, unless he agrees to a different solution that does not involve any additional costs for him.

## §11

### APPLICATION OF THE AGREEMENT AND RIGHT OF TERMINATION

1. The agreement for the use of the Application is concluded for the duration of the Customer Account.
2. The contract for the provision of the Customer Account Service is concluded at the time of sending the form for an indefinite period.
3. The contract for the provision of the Customer Account Service and the contract for the use of the Application are terminated when the Customer Account is closed.
4. The contract for the provision of the Customer Account Service may be terminated at any time by the Customer without giving any reason, subject to section 7 below. The notice should be submitted to the e-mail address [kontakt@stretchme.pl](mailto:kontakt@stretchme.pl)
5. The contract for the provision of the Subscription Service is concluded at the time of its purchase for a definite period of time, depending on the Subscription variant.
6. The contract for the Subscription Service is terminated at the end of the Subscription.
7. The contract for the provision of the Subscription service may be terminated at any time with effect at the end of the current billing period using the Subscription cancellation functionality in the Customer Account or through the AppStore application.
8. Access Service Agreements *smart mirror* is concluded at the time of purchasing the Subscription.
9. Access Service Agreements *smart mirror* is terminated at the end of the Subscription
10. The Service Provider is entitled to terminate or suspend the performance of the agreement immediately if:
  - 1) there is a force majeure or other exceptional event due to which, despite the exercise of due diligence, it will not be possible to provide the Services in accordance with the contract;
  - 2) the Service Recipient provides false data or uses falsified or non-own documents when concluding the contract;
  - 3) The Customer will transfer the rights and obligations under the contract to a third party;
  - 4) The Service Recipient will transfer or provide access to the Application to a third party;
  - 5) The Service Recipient violates the provisions of the Regulations.



## §12

### WITHDRAWAL FROM THE AGREEMENT

1. The right to withdraw from the contract is not due to the Service Recipient who is a Consumer in relation to the contract for the provision of digital content delivery services, if the Service Provider has started to provide the service consisting in the delivery of content that is not recorded on a tangible medium, if the performance of the service began with the express consent of the Service Recipient before the deadline to withdraw from the contract and informing him by the Service Provider about the loss of the right to withdraw from the contract.
2. In other cases, the Customer may withdraw from the contract concluded with the Service Provider within 14 days without giving any reason.
3. By concluding the Service Agreement, the Service Recipient expressly consents to the provision of Services consisting in the delivery of digital content immediately after the conclusion of the Agreement and payment of the fee in accordance with the Agreement.
4. The Service Recipient hereby acknowledges that by obtaining access to the Application and content as part of the Subscription, before the expiry of the 14-day withdrawal period, the Service Recipient loses the right to withdraw from the contract within 14 days of its conclusion, which he is entitled to under art. 27 of the Act of May 30, 2014 on consumer rights.
5. The Service Recipient's registration in the Application and the purchase of the Subscription requires explicit confirmation by the Service Recipient by ticking the checkbox that:
  - 1) he agrees to gain access to the Application and content under the Subscription and to start providing the Services immediately after the conclusion of the contract and payment of the fee; and
  - 2) confirms that by gaining access to the Application and content under the Subscription before the expiry of the 14-day withdrawal period, he loses the right to withdraw from the contract.
6. The provisions on Consumers contained above apply to a natural person concluding a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of his business activity, made available on the basis of provisions on the Central Registration and Information on Business

## §13

## COMPLAINT PROCEDURE

1. Any comments and complaints regarding the Services provided electronically may be submitted:
  - 1) in writing - in person or via the postal operator to the following address: Młocarni 69, 02-967 Warsaw
  - 2) electronically - via e-mail to the following address: kontakt@stretchme.pl
2. Complaints, complaints or requests should include the name and surname, a detailed description of the case and the correspondence address or e-mail address to which the Service Provider should respond, under pain of being unable to respond to the submitted complaint, complaint or request.
3. The response to complaints, complaints and requests will be provided in writing to the correspondence address indicated in the complaint, complaint or request or by e-mail to the e-mail address provided within 30 days from the date of its receipt. The Service Provider will inform the person submitting the complaint about the refusal to accept the complaint and its reasons by sending a message to the e-mail address indicated in the course of submitting the complaint or to the delivery address.
4. The provisions on Consumers contained above apply to a natural person concluding a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of his business activity, made available on the basis of provisions on the Central Register and Information on Economic Activity.

## §14

### OUT-OF-JUDICIAL METHODS OF HANDLING COMPLAINTS AND SEEKING CLAIMS AND RULES OF ACCESS TO THESE PROCEDURES

1. Detailed information on out-of-court methods of dealing with complaints and pursuing claims, as well as the rules of access to these procedures are available, among others, at at the following addresses: [https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php), [www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php) and at the address [www.uokik.gov.pl](http://www.uokik.gov.pl) a list of institutions dealing with out-of-court resolution of consumer disputes is available, along with information on the type of cases that individual entities deal with.
2. There is also a contact point at the President of the Office of Competition and Consumer Protection (telephone: 22 55 60 333, e-mail: [kontakt.adr@uokik.gov.pl](mailto:kontakt.adr@uokik.gov.pl) or written address:

Pl. Powstańców Warszawy 1, 00-030 Warszawa), whose task is, among others, to provide assistance to consumers in matters relating to out-of-court resolution of consumer disputes.

3. The service recipient who is a consumer has the following exemplary possibilities of using out-of-court methods of dealing with complaints and pursuing claims;
  - 1) applying to the provincial inspector of the Trade Inspection with a request to initiate proceedings in the law of out-of-court dispute resolution;
  - 2) referring the case to the permanent arbitration court at the voivodship inspector of the Trade Inspection (more information at: <http://www.spsk.wiih.org.pl/>);
  - 3) applying to the municipal or powiat consumer ombudsman or social organizations whose statutory tasks include consumer protection, e.g. Consumer Federation. Advice is provided, among others, by e-mail at [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl) and at the consumer helpline number 801 440 220 (the helpline is open on Business Days, from 8:00 a.m. to 6:00 p.m., connection fee according to the operator's tariff).
4. At the address <http://ec.europa.eu/consumers/odr> the platform of the online dispute resolution system between consumers and entrepreneurs at the EU level (ODR platform) is available. The ODR platform is an interactive and multilingual website with a comprehensive service point for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or contract for the provision of services (more information on the website of the platform itself or at the website of the Office of Competition and Consumer Protection: [https://uokik.gov.pl/spory\\_konsumenckie\\_faq\\_platforma\\_odr.php](https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php)).

## §15

### **DETAILED RISKS RELATED TO THE USE OF SERVICES PROVIDED ELECTRONICALLY**

1. The Service Provider declares that the public nature of the Internet and the use of Services provided electronically may involve the risk of obtaining and modifying the data of the Service Recipients by unauthorized persons, therefore the Service Recipients should use appropriate technical measures that will minimize the above-mentioned risks. In particular, they should use antivirus programs and programs that protect the identity of those using the Internet.
2. The Service Provider applies technical and organizational measures appropriate to the degree of risk, including measures to prevent unauthorized persons from obtaining and modifying personal data sent via the Internet - in order to ensure the security of messages and data transmitted in the Application.
3. The basic, potential threats related to the use of the Internet include:

- 1) malicious software;
  - 2) various types of applications or scripts that have a harmful, criminal or malicious effect on the ICT system of the Service Recipient's network, such as viruses, worms, Trojans, dialers, keyloggers;
  - 3) spyware;
  - 4) programs tracking the activities of the Service Recipient, which collect information about the Service Recipient and send it, usually without his knowledge and consent, to the author of the program;
  - 5) spam;
  - 6) unwanted and unsolicited electronic messages sent simultaneously to many recipients, often containing advertising content;
  - 7) obtaining confidential personal information by impersonating a trustworthy person or institution;
  - 8) hacking into the Customer's ICT system.
4. In order to avoid the above threats, the Service Recipient should equip his Device and other ICT devices that he uses when connecting to the Internet with antivirus programs. Such programs should be constantly updated.
5. Protection against threats related to the use of Services provided by electronic means by the Service Recipients is also ensured by:
- 1) firewall enabled;
  - 2) update of any software;
  - 3) unauthorized e-mail attachments of unknown origin;
  - 4) reading application installation windows, as well as their licenses;
  - 5) regular comprehensive system scans with anti-virus software;
  - 6) data transmission encryption;
  - 7) using original systems and applications from a legal source.

## **§16**

### **PERSONAL DATA**

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

2. Full information regarding the processing of the Customer's personal data can be found in the Privacy Policy of the Mobile Application <https://www.app.stretchme.app/pdfs/privacy-policy.pdf>
3. Full information on the use of cookies can be found in the Cookie Policy <https://www.app.stretchme.app/pdfs/cookies-policy.pdf>

## **§17**

### **CHANGES TO THE REGULATIONS**

1. The Regulations may be changed due to changes in the law regarding the subject of the provisions contained in the Regulations, as well as due to technical or organizational changes regarding the services provided by the Service Provider, in particular in the following cases:
  - 1) a change in the functioning of the Services or functionalities offered by the Service Provider, including withdrawal of the Service or functionality to which the provisions of the Regulations apply;
  - 2) introduction by the Service Provider of new Services or functionalities to which the provisions of the Regulations will apply;
  - 3) change of IT systems used by the Service Provider to which the provisions of the Regulations apply;
  - 4) change in the law: regulating the Services offered by the Service Provider, to which the provisions of the Regulations apply, affecting the provision of the Service, performance of the contract or the Regulations, change in tax regulations or accounting principles applied by the Service Provider, change or issuance of new court decisions, decisions of administrative bodies, recommendations or recommendations of authorized bodies, including the President of the Office or the Court of Competition and Consumer Protection - to the extent related to the provision of Services, performance of the contract or the Regulations;
  - 5) change by the Service Provider of the business model of the business covered by these Regulations.
2. Any changes to the Regulations must be communicated to the Service Recipients by placing information in the Application and also sent to the e-mail address provided when setting up the Customer Account or purchasing the Subscription.
3. In the event of a change in the Regulations, the Service Recipient has the right to terminate the concluded contracts without notice, by submitting an appropriate declaration of will in

writing, stating the fact of changing the Regulations as the reason for terminating the contract.

4. The deadline for submitting a declaration of will to terminate the Agreement is 14 days from the date of posting information about the change in the Regulations. After the expiry of the deadline, it is presumed that the Customer accepts the changes to the Regulations.
5. The service provider has the right to change: the price list of services, withdrawal of a given type of training and exercise from the offer. These changes do not constitute a change to the contract or the Regulations.
6. Previous versions of the Regulations are available at the Customer's request.

## **§18**

### **INTELLECTUAL PROPERTY**

1. The Service Provider declares that the copyrights to the Application software and other works available as part of the provision of Services via the Application, in particular those made available as part of the Subscription, are vested in the Service Provider. The Service Provider hereby grants the Service Recipient a non-exclusive license to use the Application only under the conditions provided for in these Regulations.
2. The rights and obligations of the Customer under the license granted by the Service Provider are as follows:
  - 1) The Service Recipient has a non-exclusive, non-transferable and unlimited right to install, store, display and use the Application on the Device;
  - 2) the right to use the license is limited in time and lasts until the end of the provision of the Services by the Service Provider;
  - 3) The Service Recipient may not copy, distribute or extract components of the Application, and may not create products based on the Application or content made available as part of the Subscription (cannot perform derivative works);
  - 4) The Service Recipient may not use the Application or works made available as part of the Subscription to provide services of a commercial nature;
  - 5) The Service Recipient may not attempt to recreate the Application's source code by decompilation or in any other way, unless it is allowed by the provisions which expressly abolish this provision to the extent applicable;
  - 6) The Service Recipient undertakes to use the Application in a manner consistent with all regulations that apply to the Application due to the territorial jurisdiction of the Service Provider, including, but not limited to, relevant restrictions on copyright and other intellectual property rights.

## §19

### FINAL PROVISIONS

1. Within the limits set by the mandatory provisions of law, the invalidity of any of the provisions of the Regulations does not affect the validity of the remaining provisions of the Regulations.
2. The Service Recipient is not entitled to transfer all or part of the rights or obligations (assignment) or to encumber his rights under the Agreement to third parties / for the benefit of a third party without the prior consent of the Service Provider expressed in writing, under pain of nullity. This provision also applies to any form of unnamed accession agreement by third parties.
3. In matters not covered by the Regulations, the relevant provisions of Polish law will apply, in particular the provisions of the Act of 30 May 2014 on consumer rights, the Act of 18 July 2002 on the provision of electronic services, the Civil Code or the Act of 4 February 1994 on copyright and related rights.
4. Polish law shall apply to resolve any disputes related to the performance of the contract or in matters not covered by the Regulations.
5. Settlement of any disputes arising between the Service Provider and the Service Recipient who is a Consumer shall be submitted to the courts competent for the seat of the Service Recipient. With regard to other Service Recipients, the competent court is the court competent for the seat of the Service Provider.

**TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES ON THE  
WWW.STRETCHME.APP WEBSITE**

**VALID FROM March 17, 2023.**

**§1**

**PREAMBLE**

1. The Regulations have been drawn up on the basis of art. 8 of the Act of 18 July 2002 on the provision of electronic services and defines the types and scope of services provided electronically by StretchMe, by using the website at: [www.stretchme.app](http://www.stretchme.app).
2. These Regulations contain only general information regarding the processing of personal data and the use of cookies. Detailed information can be found in the Privacy Policy of the Website available at the link <https://www.app.stretchme.app/pdfs/privacy-policy.pdf> and the Cookie Policy available at the link <https://www.app.stretchme.app/pdfs/cookies-policy.pdf>

**§2**

**DEFINITIONS**

Capitalized terms used in these Regulations are understood as:

- 1) **Customer Account** – a set of resources and rights assigned to a specific Service Recipient after logging in to the Website. The customer account enables the Customer to independently manage the functions available in the customer account;
- 2) **Statute** – these regulations for the provision of electronic services;
- 3) **Internet service** – website run by the Service Provider via a website, available on the Internet at: [www.stretchme.app](http://www.stretchme.app);
- 4) **Subscription**– A service consisting of paid and limited access to digital video files presenting original trainings and exercises. This service is automatically renewable;
- 5) **Contents** - content posted on the Website, such as: text, graphics, logos, icons, images, photos, data files, presentations, programs and any other data;
- 6) **Agreement** – contract for the provision of Services concluded on the terms of these Regulations;
- 7) **Service** – a service provided by the Service Provider to the Service Recipient, on the basis of the Agreement, as part of an organized system for concluding distance contracts, without the simultaneous physical presence of the parties;



- 8) **recipient** – a person using the Services provided by the Service Provider electronically; The Service Recipient may be an adult person with full legal capacity or a minor who is over 16 years old and has a written consent of his/her statutory representative to use the Services provided by the Service Provider;
- 9) **service provider** the **StretchMe** – StretchMe Sp. z o. o. with its registered office in Kraków, at ul. Rakowicka 1, 31-511 Kraków, entered into the Register of Entrepreneurs kept by the District Court for Kraków Śródmieście in Kraków, 11th Commercial Division of the National Court Register under the number KRS 0000881960, NIP 5213919480, REGON 388143664, share capital in the amount of PLN 10,000.00.

### § 3

#### GENERAL PROVISIONS

1. The Regulations specify in particular the types and scope of Services, the conditions for the provision of these Services, the conditions for concluding and terminating Agreements and the complaint procedure.
2. The Regulations are made available via the Website enabling its recovery, reproduction, recording, in particular the Regulations can be saved on a disk and printed.
3. The Regulations are made available free of charge before the conclusion of the Agreement.
4. The use of the Website may take place only on the terms and to the extent specified in the Regulations.
5. It is forbidden for the Service Recipient to use the Website, Content or Services provided by the Service Recipient in a manner contrary to the law, decency, infringing the personal rights of third parties or the legitimate interests of the Service Provider.
6. It is forbidden to take actions that may cause disruptions in the operation of the Website.
7. The Service Recipient is entitled to use the Website and the Content only for his own use, for non-commercial purposes, without the right to public use of the Website, the Content or any part thereof, without the prior written consent of the Service Provider.
8. The Service Provider's failure to exercise its right under these Regulations or failure to exercise its rights due to the violation of the Regulations by the Service Recipient cannot be considered acceptance of existing or future violations and such action does not affect the Service Provider's rights under the Regulations.
9. The services provided as part of the Website are intended for persons over 16 years of age.

10. Before starting to perform exercises or training provided as part of the Subscription, the Service Recipient should consult a doctor or specialist. By undertaking exercises or training made available as part of the Subscription, the Service Recipient acts at his own responsibility and risk.
11. The Service Recipient declares and acknowledges that the purchase of the Subscription is tantamount to confirmation that he has been informed that the exercises presented as part of the Subscription are of a general and illustrative nature and do not take into account the individual needs of the recipient. As a consequence, the Service Recipient declares that the videos presenting suggestions on how to perform the exercise, type and sequence of exercises performed do not take into account medical or health contraindications that could apply to an individual Service Recipient. The above means that both the suggestions for carrying out specific exercises and videos showing how to perform them are, in consequence, exemplary, constituting only suggestions on how to conduct the training, and the Service Provider is not responsible for the effects that the exercise may cause on the Service Recipient. As a consequence, the Service Recipient confirms that the exercises do not take into account his individual needs or contraindications to perform specific categories of exercises and releases the Service Recipient from liability for the consequences of their performance.
12. The Service Provider shall not be liable for damage to health, bodily injury, loss of health, diseases suffered by the Service Recipient as a result of using the exercises and trainings under the Subscription, in particular if they were the result of health contraindications, previously acquired diseases, improper exercise performance, lack of proper warm-up, lack of concentration and involvement in exercises and other violations and negligence of the Service Recipient.

#### **§ 4**

##### **TYPES OF SERVICES AND GENERAL TERMS OF USE**

1. The Website enables the use of the following Services:
  - 1) providing Content;
  - 2) Customer Account;
  - 3) Subscription;
  - 4) links;
  - 5) other Services available on the Website.
2. The Service Recipient who wants to use the Services of the Service Provider is obliged to comply with generally applicable laws, the provisions of the Regulations and other

regulations in force at the Service Provider, as well as is responsible for the statements made in connection with the use of the Services offered by the Service Provider.

3. Services are provided electronically by starting to use the Website and its functions.
4. The Service Recipient may terminate the use of the Services provided electronically at any time. In the event of leaving the Website, the Agreement for the provision of these Services by electronic means is automatically terminated without the need to submit additional declarations of will. In the event of permanent closure of the Customer Account (deletion), the Agreement for the provision of these Services by electronic means is terminated.
5. In the event of a violation by the Customer of these Regulations, applicable law or generally accepted social and moral standards, personal rights of third parties or legitimate interests of the Service Provider, the Service Provider will call the Customer to stop the violations, and if this call remains ineffective, the Service Provider reserves the right to discontinue the provision of Services including blocking or deleting the Customer Account. The Service Provider will inform the Service Recipient about blocking or deleting the Customer Account by e-mail within no more than 3 days from the moment of deleting the Customer Account.
6. The Service Provider, to the fullest extent permitted by law, shall not be liable for any disruptions, including interruptions in the functioning of the Website, including those caused by force majeure, unauthorized actions of third parties or incompatibility of the Website with the technical infrastructure of the Service Recipient.

## **§5**

### **DELIVERY OF CONTENT**

1. The Website provides the Service Recipient with the Content posted on the home page and subpages of the Website.
2. The content may be:
  - 1) information about the Services available on the Website;
  - 2) information on paid and free services offered by the Service Provider;
  - 3) information on regulations, price lists and other legal documents;
  - 4) information about StretchMe, news and events;
  - 5) opinions about StretchMe or the Services;
  - 6) information about StretchMe business partners;

3. Website, contain commercial and marketing information. Commercial and marketing information is a free part of the Website and is a component of the Content Delivery Service on the Website.
4. Using the Website takes place by reading its content.
5. The conclusion of the Agreement for the provision of Content takes place each time a page or subpage of the Website is opened and ends when all pages or subpages of the Website are closed during one session.

## **§6**

### **CUSTOMER ACCOUNT**

10. The purpose of the Customer Account is to:
  - 1) enabling the Customer to use the Services available only to logged-in Customers;
  - 2) managing User data;
  - 3) managing and purchasing Subscriptions.
11. Using the Customer Account is possible after its creation.
12. To create a Customer Account, you must register for a fee. It takes place by concluding a Subscription Agreement.
13. The Customer Account is created after providing registration data: name and surname, e-mail address, choosing a password and providing address data. Additionally, on a voluntary basis, the Customer may provide other data included in the form.
14. The e-mail address provided by the Service Recipient must be the e-mail address to which the Service Recipient has the right to use for his own private purposes. In particular, it is forbidden to use someone else's e-mail address or a business e-mail address registered in the domain of a third party without obtaining the prior written consent of the owner of the said e-mail address or domain.
15. The password used for authentication must be confidential, i.e. known only to the Service Recipient, it should be suitably complex and difficult to guess. The password should not consist of full words, contain the name, surname, nicknames of the Service Recipient and his relatives, should not be a date characteristic of the Service Recipient or contain the names of the months, their digital designations or year markings.
16. The Service Recipient is responsible for taking care of the appropriate complexity of the password, its confidentiality and the frequency of changing it.

17. To the fullest extent permitted by law, the Service Provider shall not be liable for actions performed on the Customer Account as a result of breaching the confidentiality rules for the password to the Customer Account or other consequences related to the login to the Customer's Customer Account.
18. Before sending the registration form, by ticking its appropriate box, the Service Recipient should declare that he has read the Regulations and accepts its provisions and has voluntarily decided that he wants to use the Services immediately after their conclusion, renouncing the right to withdraw from the Agreement in connection with the conclusion of the Agreement remotely .
19. The contract for the provision of the Customer Account Service is concluded at the time of sending the form for an indefinite period.
20. After authentication, the Service Recipient has access to the Services contained in the Customer Account.
21. The Customer Account is closed in the following cases:
  - 1) when the Customer submits a request to delete his Customer Account;
  - 2) when the Customer has violated the provisions of the Regulations or the law;
22. In the case referred to in paragraph. 15 point 2 above, the Customer Account is closed without prior notification to the Service Recipient.
23. The contract for the Customer Account Service is terminated when the Customer Account is closed.
24. The Service Recipient should update his contact details in the Customer Account, if they change during the term of the Agreement for the provision of electronic services. It is considered that the Service Provider has properly performed its information obligation if it has sent a notification to the last e-mail address of the Service Recipient, regardless of whether the address is still used by him.

## **§7**

### **SUBSCRIPTION**

9. The Service Provider provides the Service Recipient with a paid Service, the subject of which is to enable the playback of digital video files showing original trainings and exercises, previously published on the Website or made available to the Service Recipient.
10. As part of the Website, the Service Provider enables the purchase of the Service in the Subscription model.

11. In order to use the Service, it is required to have a registered Customer Account and log in, as well as to have technical devices or software.
12. Placing an order is done by using the appropriate button and is tantamount to submitting an offer to the Service Provider by the Customer to conclude a contract for the provision of the Subscription Service.
13. Before sending the order form, by ticking the appropriate check box, the Customer should declare that he has read the Regulations and accepts its provisions and has voluntarily decided that he wants to use the Services immediately after their conclusion, renouncing the right to withdraw from the contract in connection with the conclusion of the contract for distance.
14. The Service Provider shall immediately inform the Customer about the impossibility of accepting the order in the event of circumstances causing it. This information is provided by telephone or e-mail. The information may constitute the rejection of the offer in its entirety or the rejection of the offer in part impossible to implement, which results in recalculation of the contract value.
15. Acceptance of the Customer's offer by the Service Provider, subject to the change referred to in par. 6 above shall be considered a new offer, required to be accepted by the Customer in order to conclude the Agreement for the provision of the Subscription Service.
16. Confirmation of the order by the Service Provider takes place by immediately sending an e-mail. This message contains the terms of the concluded Agreement agreed by the parties, as well as the data entered by the Customer in the order form, in order to enable the detection of errors in them. If such an error is detected, the Customer may notify the Service Provider of this fact by sending an e-mail with the correct data.
17. Confirmation of the order is tantamount to acceptance by the Service Provider of the offer to conclude an Agreement for the provision of Subscription Services, submitted by the Service Recipient.
18. The Subscription Service is automatically renewable.
19. The contract for the provision of the Subscription Service is concluded at the time of its purchase for a definite period of time, depending on the Subscription variant.
20. The contract for the Subscription Service is terminated at the end of the Subscription.
21. The contract for the provision of the Subscription service may be terminated at any time with effect at the end of the current billing period using the Subscription cancellation functionality in the Customer Account or by sending such a declaration of intent to the Service Provider to the e-mail address [kontakt@stretchme.pl](mailto:kontakt@stretchme.pl)

## **§8**

### **LINKS**

1. The Website contains links to other domains of the Service Provider. The website may also include links to other sources, e.g. to press articles, multimedia content of other entities.
2. To the extent that links lead to other pages and domains of the Service Provider, the Service Provider is not responsible for the content, availability, other data, materials or tools available or used by third parties under a given link.
3. The link service consists solely in confusing links on the Website.
4. The use of links takes place only when you click on the selected link.

## **§9**

### **TECHNICAL REQUIREMENTS**

1. In order to properly use the services provided by the Service Provider, the Customer should have ICT equipment, i.e. a computer, laptop or other multimedia device with Internet access and software that meets the following minimum requirements:
  - 1) Internet connection with sufficient bandwidth for smooth HD video playback
  - 2) access to e-mail;
  - 3) an operating system from the Windows, Linux, OSX, Android or iOS family in the version supported by the manufacturer with a graphical environment running;
  - 4) a browser in a stable supported version of Google Chrome, Mozilla Firefox, Safari, Microsoft Edge, Internet Explorer, Opera;
  - 5) the option of saving Cookies and Javascript enabled in the web browser.
2. If the Customer uses hardware or software that does not meet the technical requirements set out in paragraph 1 above, the Service Provider does not guarantee the proper functioning of the Website and the Service Provider reserves that this may have a negative impact on the quality of Services provided electronically.

## **§10**

### **TERMS OF PAYMENT**

9. The value of the payment is determined on the basis of the price list available on the Website at the time of placing the order.
10. The prices provided on the Website are gross prices in Polish zlotys and include VAT.

11. The total price of the order, visible before confirming the order, includes the price with taxes and all related costs, in particular transaction costs.
12. The total price of the order is binding for the Service Provider and the Service Recipient.
13. The Service Provider enables the following payment methods for the Services provided:
  - 1) using a third-party Stripe payment system;
  - 2) using the external Apple Pay payment system.
14. The customer is obliged to make the payment at the time of placing the order.
15. The return of the payment by the Service Provider takes place immediately, not later than within 14 days from the date of occurrence of the reason, if the Service Provider accepts the claim covered by the complaint in whole or in part, on the basis of generally applicable regulations.
16. The payment is returned using the same payment method that was used by the Customer in the original transaction, unless he agrees to a different solution that does not involve any additional costs for him.

## **§11**

### **PROHIBITION OF SUPPLYING ILLEGAL CONTENT BY THE SERVICE RECIPIENT**

11. The Service Recipient may not send unlawful content, i.e. in particular:
  - 1) violating the law or principles of social coexistence, decency, commonly recognized customs or standards of conduct, including content commonly considered vulgar or offensive;
  - 2) supporting or promoting radical social attitudes, in particular any kind of discrimination based on gender, age, disability, race, religion, nationality, political or social beliefs, trade union membership, ethnic origin, religion, sexual orientation;
  - 3) of a racist nature;
  - 4) infringing or likely to infringe the rights of other persons, in particular property or personal copyrights, trade secrets, industrial property rights, image rights or other personal rights of any persons;
  - 5) infringing or likely to infringe rights to trademarks, geographical indications, company designations, right to a business name or any other protected indications of origin of goods or services;
  - 6) inciting to commit a prohibited act or infringe the rights of others, or that may assist in committing a prohibited act or infringe the rights of other persons.



12. The Service Recipient may not use the Website for purposes contrary to the law, principles of social coexistence, decency and generally accepted rules of conduct.
13. Pursuant to the provisions of art. 14 of the Act of 18 July 2002 on the provision of electronic services, the Service Provider is entitled to prevent access to data storage in the event of receiving an official notification or obtaining reliable information about the unlawful nature of data or related activities.
14. In the event of receiving reliable information about the unlawful nature of the data or related activities, the Service Provider shall immediately notify the Service Recipient of the intention to prevent access to the data. Such a notification is sent to the Service Recipient via the Service Recipient's e-mail address.

## **§12**

### **COMPLAINT PROCEDURE**

5. Any comments and complaints regarding the Services provided electronically may be submitted:
  - 1) in writing - in person at the Studio or via the postal operator to the following address:  
Młocarni 69, 02-967 Warsaw
  - 2) electronically - via e-mail to the following address: kontakt@stretchme.pl
6. Complaints, complaints or requests should include the name and surname, a detailed description of the case and the correspondence address or e-mail address to which the Service Provider should respond, under pain of being unable to respond to the submitted complaint, complaint or request.
7. The response to complaints, complaints and requests will be provided in writing to the correspondence address indicated in the complaint, complaint or request or by e-mail to the e-mail address provided within 30 days from the date of its receipt. The Service Provider will inform the person submitting the complaint about the refusal to accept the complaint and its reasons by sending a message to the e-mail address indicated in the course of submitting the complaint or to the delivery address.
8. The provisions on consumers contained above apply to a natural person concluding a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of his business activity, made available on the basis of provisions on the Central Register and Information on Economic Activity.

## §13

### OUT-OF-JUDICIAL METHODS OF HANDLING COMPLAINTS AND SEEKING CLAIMS AND RULES OF ACCESS TO THESE PROCEDURES

5. Detailed information on out-of-court methods of dealing with complaints and pursuing claims, as well as the rules of access to these procedures are available, among others, at at the following addresses: [https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumentenckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentenckich.php), [www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php) and at the address [www.uokik.gov.pl](http://www.uokik.gov.pl) a list of institutions dealing with out-of-court resolution of consumer disputes is available, along with information on the type of cases that individual entities deal with.
6. There is also a contact point at the President of the Office of Competition and Consumer Protection (telephone: 22 55 60 333, e-mail: [kontakt.adr@uokik.gov.pl](mailto:kontakt.adr@uokik.gov.pl) or written address: Pl. Powstańców Warszawy 1, 00-030 Warszawa), whose task is, among others, to provide assistance to consumers in matters relating to out-of-court resolution of consumer disputes.
7. The service recipient who is a consumer has the following exemplary possibilities of using out-of-court methods of dealing with complaints and pursuing claims;
  - 4) applying to the provincial inspector of the Trade Inspection with a request to initiate proceedings in the law of out-of-court dispute resolution;
  - 5) referring the case to the permanent arbitration court at the voivodship inspector of the Trade Inspection (more information at: <http://www.spsk.wiih.org.pl/>);
  - 6) applying to the municipal or powiat consumer ombudsman or social organizations whose statutory tasks include consumer protection, e.g. Consumer Federation. Advice is provided, among others, by e-mail at [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl) and at the consumer helpline number 801 440 220 (the helpline is open on Business Days, from 8:00 a.m. to 6:00 p.m., connection fee according to the operator's tariff).
8. At the address <http://ec.europa.eu/consumers/odr> the platform of the online dispute resolution system between consumers and entrepreneurs at the EU level (ODR platform) is available. The ODR platform is an interactive and multilingual website with a comprehensive service point for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or contract for the provision of services (more information on the website of the platform itself or at the website of the Office of Competition and Consumer Protection : [https://uokik.gov.pl/spory\\_konsumentenckie\\_faq\\_platforma\\_odr.php](https://uokik.gov.pl/spory_konsumentenckie_faq_platforma_odr.php)).

## §14

## **WITHDRAWAL FROM THE AGREEMENT**

7. The right to withdraw from the contract is not entitled to the Service Recipient who is a consumer in relation to the Contract for the provision of digital content delivery services, if the Service Provider has started to provide the service consisting in the delivery of content that is not recorded on a tangible medium, if the performance of the service began with the express consent of the Service Recipient before the expiry of the deadline to withdraw from the contract and informing him by the Service Provider about the loss of the right to withdraw from the contract.
8. In other cases, the Customer may withdraw from the contract concluded with the Service Provider within 14 days without giving any reason.
9. By concluding the Service Agreement, the Service Recipient expressly consents to the provision of Services consisting in the delivery of digital content immediately after the conclusion of the Agreement and payment of the fee in accordance with the Agreement.
10. The Service Recipient hereby acknowledges that by obtaining access to the Website and content under the Subscription, before the expiry of the 14-day withdrawal period, the Service Recipient loses the right to withdraw from the contract within 14 days of its conclusion, which he is entitled to under art. 27 of the Act of May 30, 2014 on consumer rights.
11. The Service Recipient's registration on the Website and the purchase of the Subscription requires explicit confirmation by the Service Recipient by ticking the checkbox that:
  - 1) he agrees to obtain access to the Website and content under the Subscription and to start providing the Services immediately after the conclusion of the contract and payment of the fee; and
  - 2) confirms that by accessing the Website and Subscription content before the expiry of the 14-day withdrawal period, he loses the right to withdraw from the contract.
12. The provisions on consumers contained above apply to a natural person concluding a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of his business activity, made available on the basis of provisions on the Central Register and Information on Economic Activity.

## **§15**

### **DETAILED RISKS RELATED TO THE USE OF SERVICES PROVIDED ELECTRONICALLY**

6. The Service Provider declares that the public nature of the Internet and the use of Services provided electronically may involve the risk of obtaining and modifying the data of the

Service Recipients by unauthorized persons, therefore the Service Recipients should use appropriate technical measures that will minimize the above-mentioned risks. In particular, they should use antivirus programs and programs that protect the identity of those using the Internet.

7. The Service Provider applies technical and organizational measures appropriate to the degree of threat, including measures to prevent unauthorized persons from obtaining and modifying personal data sent via the Internet - in order to ensure the security of messages and data transmitted on the Website.
8. The basic, potential threats related to the use of the Internet include:
  - 1) malicious software;
  - 2) various types of applications or scripts that have a harmful, criminal or malicious effect on the ICT system of the Service Recipient's network, such as viruses, worms, Trojans, dialers, keyloggers;
  - 3) spyware;
  - 4) programs tracking the activities of the Service Recipient, which collect information about the Service Recipient and send it, usually without his knowledge and consent, to the author of the program;
  - 5) spam;
  - 6) unwanted and unsolicited electronic messages sent simultaneously to many recipients, often containing advertising content;
  - 7) obtaining confidential personal information by impersonating a trustworthy person or institution;
  - 8) hacking into the Customer's ICT system.
9. In order to avoid the above threats, the Service Recipient should equip his computer and other ICT devices that he uses when connecting to the Internet with antivirus programs. Such programs should be constantly updated.
10. Protection against threats related to the use of Services provided by electronic means by the Service Recipients is also ensured by:
  - 1) firewall enabled;
  - 2) update of any software;
  - 3) unauthorized e-mail attachments of unknown origin;
  - 4) reading application installation windows, as well as their licenses;
  - 5) regular comprehensive system scans with anti-virus software;

- 6) data transmission encryption;
- 7) using original systems and applications from a legal source.

## **§16**

### **PERSONAL DATA**

4. The administrator of personal data provided by the Customer when using the Services and the Website is the Service Provider.
5. The Service Provider processes the Customer's personal data in order to provide the Services indicated in these Regulations and obtained from the Cookie files used.
6. The Website contains indications which personal data are necessary to conclude the Services and which data are voluntary.
7. If the Service Recipient is asked to consent to the processing of personal data, this consent is voluntary and may be withdrawn by the Service Recipient at any time without giving any reason, with effect until the consent is withdrawn.
8. The Service Recipient has the right to:
  - 1) access to your personal data;
  - 2) their rectification;
  - 3) deletion;
  - 4) processing restrictions;
  - 5) requests to transfer data from another administrator;
  - 6) to object at any time to the processing of data for reasons related to the particular situation of the Service Recipient.
9. In order to exercise the rights set out in par. 5 above, the Service Recipient should contact the Service Provider at the e-mail address [kontakt@stretchme.pl](mailto:kontakt@stretchme.pl)
10. Full information on the processing of the Customer's personal data can be found in the Privacy Policy of the Website <https://www.app.stretchme.app/pdfs/privacy-policy.pdf>
11. Full information on the use of cookies can be found in the Cookie Policy <https://www.app.stretchme.app/pdfs/cookies-policy.pdf>

## **§17**

### **CHANGES TO THE REGULATIONS**

7. The Regulations may be changed due to changes in the law regarding the subject of the provisions contained in the Regulations, as well as due to technical or organizational changes regarding the services provided by the Service Provider, in particular in the following cases:
  - 1) a change in the functioning of the Services or functionalities offered by the Service Provider, including withdrawal of the Service or functionality to which the provisions of the Regulations apply;
  - 2) introduction by the Service Provider of new Services or functionalities to which the provisions of the Regulations will apply;
  - 3) change of IT systems used by the Service Provider to which the provisions of the Regulations apply;
  - 4) change in the law: regulating the Services offered by the Service Provider, to which the provisions of the Regulations apply, affecting the provision of the Service, performance of the contract or the Regulations, change in tax regulations or accounting principles applied by the Service Provider, change or issuance of new court decisions, decisions of administrative bodies, recommendations or recommendations of authorized bodies, including the President of the Office or the Court of Competition and Consumer Protection - to the extent related to the provision of Services, performance of the contract or the Regulations;
  - 5) change by the Service Provider of the business model of the business covered by these Regulations.
8. Any changes to the Regulations must be communicated to the Service Recipients by placing information on the Website and also sent to the e-mail address provided when setting up the Customer Account or purchasing the Subscription.
9. In the event of a change in the Regulations, the Service Recipient has the right to terminate the concluded contracts without notice, by submitting an appropriate declaration of will in writing, stating the fact of changing the Regulations as the reason for terminating the contract.
10. The deadline for submitting a declaration of will to terminate the Agreement is 14 days from the date of posting information about the change in the Regulations. After the expiry of the deadline, it is presumed that the Customer accepts the changes to the Regulations.
11. The service provider has the right to change: the price list of services, withdrawal of a given type of classes from the offer. These changes do not constitute changes to the Agreement or the Regulations.
12. Previous versions of the Regulations are available at the Customer's request.

## §18

### INTELLECTUAL PROPERTY

1. The Service Recipient is not entitled to any interference with the Content, structure, form, graphics or operation mechanism of the Website. The Content is protected by intellectual property rights, in particular copyright and related rights, vested in the Service Provider or entities with which the Service Provider has concluded an agreement on the use of the Content for the purposes of running the Website. No fragment of the Content published on the Website may be reproduced or distributed in any form or by any means without the prior written consent of the Service Provider.
2. The conclusion of the Agreement by the Customer does not result in the transfer of ownership or other intellectual property rights to the content of the Website or the Services themselves to the Customer.
3. The Service Recipient bears full responsibility for the damage caused to the Service Provider, resulting from the use of the Content.
4. The Service Provider retains the exclusive rights to decide on maintaining the integrity of the Website and managing its content, as well as changing this content.
5. The Service Provider declares that the copyrights to the content under the Subscription are vested in the Service Provider. The Service Provider hereby grants the Service Recipient a non-exclusive license to use the content under the Subscription only under the conditions provided for in these Regulations.
6. The rights and obligations of the Customer under the license granted by the Service Provider are as follows:
  - 1) The Service Recipient has a non-exclusive, non-transferable and unlimited right to install, store, display and use the content under the Subscription;
  - 2) the right to use the license is limited in time and lasts until the end of the provision of the Services by the Service Provider;
  - 3) The Service Recipient may not copy, distribute or extract components made available as part of the Subscription, and may not create products on the content provided as part of the Subscription (cannot perform derivative works);
  - 4) The Service Recipient may not use the works made available as part of the Subscription to provide services of a commercial nature;
  - 5) The Customer agrees to use the Subscription content in a manner consistent with all laws that apply to the Subscription content due to the territorial jurisdiction of the Service Provider, including but not limited to applicable restrictions on copyright and other intellectual property rights.

## §19

### FINAL PROVISIONS

6. Within the limits set by the mandatory provisions of law, the invalidity of any of the provisions of the Regulations does not affect the validity of the remaining provisions of the Regulations.
7. The Service Recipient is not entitled to transfer all or part of the rights or obligations (assignment) or to encumber his rights under the Agreement to third parties / for the benefit of a third party without the prior consent of the Service Provider expressed in writing, under pain of nullity. This provision also applies to any form of unnamed accession agreement by third parties.
8. In matters not covered by the Regulations, the relevant provisions of Polish law will apply, in particular the provisions of the Act of 30 May 2014 on consumer rights, the Act of 18 July 2002 on the provision of electronic services, the Civil Code or the Act of 4 February 1994 on copyright and related rights.
9. Polish law shall apply to the resolution of any disputes related to the implementation of the Agreement or in matters not covered by the Regulations.
10. Settlement of any disputes arising between the Service Provider and the Service Recipient who is a consumer shall be submitted to the courts competent for the seat of the Service Recipient. With regard to other Service Recipients, the competent court is the court competent for the seat of the Service Provider.