

Terms and Conditions of the Mindgram Platform ("Terms and Conditions")

These Terms and Conditions define the type, scope and technical conditions for the provision of electronic services by Mindgram, issued on the basis of art. 8 section 1 point 1 of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2017 item 1219, as amended).

By using this Service, the User confirms to have read the Terms and Conditions and understands and accepts its content, as well as undertakes to comply with it.

1. DEFINITIONS

- 1.1. All definitions and phrases used below shall apply to these Terms and Conditions as well as to other actions related to the performance of the Agreement:
 - 1.1.1. **Application** – Mindgram mobile application through which it is possible to use the Mindgram Platform on mobile devices;
 - 1.1.2. **User's Family Member** – one person designated by the User, selected by the User from among the closest people or the User's partner, to whom the User has provided a link that allows to set up a Family Member Account at the Platform;
 - 1.1.3. **Personal data** – any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
 - 1.1.4. **Business days** – the days of the week from Monday to Friday (excluding public holidays in accordance with the law of the Republic of Poland);
 - 1.1.5. **Application Provider** – an external provider that allows you to download and use the Application – Google Play (Google LLC based in Delaware, Google Ireland Limited based in Dublin, Google Commerce Limited based in Dublin, Google Asia Pacific based in Singapore) or Apple Store (Apple Inc., One Apple Park Way, Cupertino, CA 95014, USA), depending on through which of the above-mentioned providers the person concerned intends to download the Application);
 - 1.1.6. **Written form** – also includes electronic messages, clearly identifying the names and last names of the sender and the recipient, unless the Terms and Conditions state otherwise;
 - 1.1.7. **User Account** – a personalized User's panel available after successful registration, and upon logging into the Platform – after providing previously set login and password, where the User's data is saved;
 - 1.1.8. **User's Family Member Account** – a personalized User Family Member panel is available after successful registration and logging in to the Platform – after providing previously set login and password in which the User's Family Member's data is saved;
 - 1.1.9. **Materials** – all content made available to the User or User's Family through the Platform;
 - 1.1.10. **Partner** – an entity being an employer or co-worker of the User, with who Mindgram has concluded a separate service agreement, through which Mindgram enables the User to access the Application on the basis of these Terms and Conditions;
 - 1.1.11. **Platform or Mindgram Platform** – the Mindgram platform through which Mindgram provides Services to the User, is available through the Website or the Application;
 - 1.1.12. **Privacy Policy** – a document regulating the security of privacy protection, and the processing of the User's or Family Member's personal data, available on: <https://mindgram.com/en/privacy-policy/>;
 - 1.1.13. **Service interruption** – a suspension of access to the Platform, caused by maintenance or modernization works, that prevents or hinders the services;
 - 1.1.14. **Terms and Conditions** – means these Terms and Conditions;

- 1.1.15. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ UE, L119, p.1);
- 1.1.16. **Force majeure** – an external event beyond both Mindgram’s and User’s control, while maintaining required in professional relations diligence, that could not have been foreseen, despite exercising due diligence;
- 1.1.17. **Parties** – both respectively User and User’s Family Member and Mindgram;
- 1.1.18. **Agreement** – an agreement created between Mindgram and the User or User’s Family Member regarding the use of the Service by the User or User’s Family Member concluded by acceptance of the Terms and Conditions
- 1.1.19. **Service** – a service provided by Mindgram that enables the User or User’s Family Member to access the Platform and to use its resources;
- 1.1.20. **Service Provider or Mindgram** – Mindgram Sp. z o.o, located in Warsaw, has been entered in the register of entrepreneurs of the National Court Register (KRS) maintained by the District Court in Warsaw, XII Commercial Division of the National Court Register, under the KRS number: 0000881002;
- 1.1.21. **Defect** – a technical error on the Platform that prevents its users from properly using the Platform;
- 1.1.22. **User** – a natural person who is an employee or a co-worker of the Partner, who concludes a contract with Mindgram with reference to which Mindgram provides the Service via the User’s Account.
- 1.1.23. **Consumer** – an Application User or User’s Family Member being a consumer within the meaning of Art. 221 of the Civil Code i.e. a natural person who purchases a product for non-professional and non-economic purposes;
- 1.1.24. **Website** – website through which Mindgram enables the use of the Platform, i.e. www.mindgram.com;
- 1.1.25. **Report** – a report made by the User or User’s Family Member via email to: customercare@mindgram.com indicating a Defect on the Platform.

2. GENERAL CONDITIONS OF USE OF THE PLATFORM USE

- 2.1. These Terms and Conditions define the terms and conditions of use of the Platform provided by Mindgram via Website and the Application.
- 2.2. Mindgram makes these Terms and Conditions available to the User or User’s Family Member free of charge before the conclusion of the Agreement and – upon request – in a way that allows access, multiplication and storage of the Terms and Conditions content through the User’s or Family Member’s ICT system.
- 2.3. Any deviations from these Terms and Conditions bind the User or User’s Family Member and Mindgram only if authorized Mindgram’s representatives and the User or User’s Family Member agree in writing
- 2.4. The Mindgram Platform is intended only for individuals over 18 years old. By using the Platform, you confirm that you are a person aged over 18.
- 2.5. By using the Platform, you confirm that you have read the Terms and Conditions, and you accept its content.
- 2.6. Mindgram freely decides about the functionality of the Platform and the scope of the Service, taking into account the development of the Platform, and the adjustment of the Platform and the Service to the market requirements.
- 2.7. Mindgram also reserves the right to transfer all rights related to the Platform to a third party without prejudice to Users’ rights.
- 2.8. Mindgram provides services to Users or User’s Family Members, including responding to Users’ or Family Members’ requests and inquiries during Business days from 8:00-17.00.

- 2.9. It is forbidden to use the Website, Application and the Platform in a manner which conflicts with the provisions of these Terms and Conditions, applicable law, decency or principles of social coexistence. It is forbidden to provide illegal content by the User or User's Family Member. In particular, it is forbidden to place on the Platform materials that may infringe the rights or third party personal rights, or materials that may be used for illegal purposes. It is also forbidden to interfere with the integrity of the content and form of the Platform, Application or Website and, in addition; to access them to store or transmit malicious code, send spam, interfere with the integrity or operation of the Service or the third parties and other users; to attempt to gain unauthorized access to the Service or its systems or networks; to copy the Service or its part; to access the Service with the intent to create competitive products or services.
- 2.10. The access to the Platform by the User or User's Family Member is free of charge for the User and User's Family Member.

3. TECHNICAL REQUIREMENTS FOR USING THE PLATFORM

- 3.1. In order to use the Platform through the Website, the User or User's Family Member must meet the following technical requirements:
- 3.1.1. have a computer or other electronic device with Internet access and the ability to display the Website and Platform interface,
 - 3.1.2. have the latest version of the browser provided by one of the following manufacturers: Microsoft Edge, Google Chrome, Mozilla Firefox, Apple Safari,
 - 3.1.3. have enabled cookies and JavaScript,
 - 3.1.4. turn off the software that blocks the operation of the above programs,
 - 3.1.5. have an active email address.
- 3.2. In order to use the Platform through the Application, the User or User's Family Member must meet the following technical requirements:
- 3.2.1. have a smartphone or tablet on which the Application has been installed, with access to the Internet and with the ability to use the Application,
 - 3.2.2. have an active User Account.
- 3.3. Failure to meet the technical requirements mentioned in sec. 3.1-3.2 does not exclude you from using the Platform, with the proviso that, as a User or User's Family Member, you shall bear the risk of malfunction of the Platform, and the inability to use some of its functions, respectively through the Website or the Platform.
- 3.4. Using the Platform through the Application is possible after its free installation on a mobile device. The Application can be downloaded directly from:
- 3.4.1. Google Play (for Android mobiles):
<https://play.google.com/store/apps/details?id=com.mindgram.mobile>
 - 3.4.2. Apple Store (for mobile phones with iOS):
<https://apps.apple.com/pl/app/mindgram/id1621174095?l=pl>.

4. ACCESS TO THE PLATFORM

- 4.1. To create an User or User's Family Member Account and obtain status of a registered User or User's Family Member, the registration process must be completed. The creation of a User Account or a User's Family Member Account is possible only through the Website. Logging in to the User Account or the User's Family Member Account is possible only after completing the registration procedure referred to below and creating respectively the User Account or the User's Family Member Account.

REGISTRATION OF THE USER

- 4.2. The User has the right to complete the registration process upon receiving an invitation from the Partner who is the employer or a co-worker of the User, with the information about access to Mindgram's Services, indicating the Website through which the use of those Services is possible. A person interested in registration is required to complete the registration form on the Website with accurate data, including company email address, and activate the Account using the activation link sent to the company email address. In order to receive the activation link it is necessary to verify the correct company email address by the person concerned. In order to verify the email address and to authorize setup of the User's Account, Mindgram analyzes whether the email address indicated by the person concerned matches the domain indicated by the Partner. The activation link sent to the User's email address remains active for 24 hours. When the indicated period has passed, the User interested in accessing the Platform is obliged to re-register following the indications in this sec. 4. By clicking on the activation link, an Agreement is concluded between the User and Mindgram, under the conditions described in the Terms and Conditions, and the User's Account is activated.
- 4.3. By registering an User Account, you confirm that you are a natural person at least 18 years of age who may enter into legally binding contracts in accordance with applicable law. Furthermore, the User ensures that the information provided for the purposes of the User Account is accurate. Providing false contact information upon registration or omitting contact information such as name, last name, address and / or telephone number is prohibited. When using the Website and the Platform, Users shall in their entirety comply with all applicable international, federal, state, and local laws and regulations. By registering, you accept the Terms and Conditions.
- 4.4. During the registration process, the User establishes a password to obtain access to the User Account. The password should have at least 8 characters and contain: one uppercase letter, one lowercase letter, one number, and one special character. For security reasons, Mindgram discourages passwords containing commonly used words, including first names, last names, initials, date of birth, phone numbers, and keyboard-readable character sequences. The User is obliged to protect the password, and is not allowed to disclose it to third parties. The User Account is non-transferable. The User is obliged to provide the latest personal data on the User Account, which are necessary for the performance of the Agreement and, in addition, for cooperation with other Users. In case Users provide false or outdated data, Mindgram shall not be liable in any way both towards other Platform Users and third parties.

REGISTRATION OF THE USER'S FAMILY MEMBER

- 4.5. The User's Family Member's Account is made available individually during the term of the Agreement at the User's request, by entering the User's Family Member's e-mail address in the tab in the User's Account, to which a link to log in to the Mindgram Platform will be automatically sent. Providing the User's Family Member's e-mail address by the User is tantamount to confirming the User's interest in the Family Member's access to the Platform and consent to the provision of his e-mail address for this purpose.
- 4.6. In order to enable the User to use the User's Family Member Account, it is necessary to register by the User's Family Member using the link sent to the User's Family Member to the email address provided by the User. After clicking on the link by the User's Family Member, it will be possible to set up a User's Family Member Account. After the Account is created by the User's Family Member, an activation link will be sent to the e-mail address of the User's Family Member. The activation of the User's Family Member's Account takes place upon clicking the activation link sent to the indicated e-mail address. The activation link sent to the e-mail address of the User's Family Member remains active for 24 hours from its sending, during which time the User's Family Member is entitled to use the User's Family Member's Account regardless of the Account activation. In order to continue using

the Account, the User is obliged to activate the Account by clicking the activation link. After the ineffective expiry of the indicated period, the User's Family Member Account is deactivated and the User's Family Member interested in using the Platform is obliged to re-register on the terms set out in this point.

- 4.7. By registering a User Family Member Account, you confirm that you are a natural person at least 18 years of age who may enter into legally binding contracts in accordance with applicable law. The User's Family Member also ensures that the information provided by him for the purposes of the User's Family Member Account is true. Providing false contact information or omitting contact information such as name, address and / or telephone number from registration is prohibited. When using the Service and Platform, Family Members must comply with all applicable international, federal, state and local laws. By registering, you accept the Regulations.
- 4.8. During the registration procedure, the User's Family Member provides a password through which he/she then gains access to the User's Family Member's Account. The created password should be at least 8 characters long and consist of: one uppercase letter, one lowercase letter, a number, a special character. Mindgram recommends that for the security of your password, it should not contain commonly used words, including names, surnames, initials, dates of birth, telephone numbers, and keyboard-readable character sequences. The User's Family Member is obliged to protect the password and may not disclose it to a third party. The User's Family Member Account is non-transferable. The User Family Member is obliged to maintain current personal data provided as part of the User's Family Member Account, which are necessary for the performance of the Agreement, and also to cooperate with other Users. Mindgram shall not be liable in any way towards other Platform Users' Family Members and third parties in the event that User Family Members provide false or outdated data.

FURTHER PROVISIONS

- 4.9. Mindgram provides the User or User's Family Member, respectively, with uninterrupted and safe access to the Platform, subject to the provisions of these Regulations. Mindgram is not responsible for any irregularities related to the use of the Platform with the Application, to the extent that the irregularities are borne by the Application Provider.
- 4.10. The User or User's Family Member is not allowed to disclose access data to the Account to third parties, and in case of such disclosure, he or she shall be solely responsible for its consequences. The User or User's Family Member is solely and entirely responsible for unauthorized access to the Platform as well as for the confidentiality of logins and passwords ("Identifiers"), and for any fees, damages, liabilities or losses incurred as a result of noncompliance with the Terms and Conditions. Mindgram is not responsible for any harm caused by theft of Identifiers, disclosure of Identifiers, or authorization for another person to access and use the Service using Identifiers. Accordingly, the User or User's Family Member shall make a reasonable effort to prevent unauthorized access or use of the Service. Furthermore, the User or User's Family Member is solely and entirely responsible for all activities on the User's Account. The User or User's Family Member shall immediately notify Mindgram of any unauthorized access to the User Account or any other known breach of its security. The User or User's Family Member shall be held liable for losses incurred by Mindgram or by any other Platform user caused by unauthorized use of the Identifiers as a result of the User's or Family Member's failure to maintain security or confidentiality of such Identifiers.

5. FUNCTIONALITY OF THE PLATFORM

- 5.1. The User may use developmental tools and psychological support via the Platform, especially through the following means:

- 5.1.1. participating in group workshops available via the Platform, access to which is possible for the first 1000 registered users,
 - 5.1.2. using the educational Materials available on the Platform: videos, audio recordings, graphics, texts,
 - 5.1.3. the support of a development and therapy coordinator via chat available on the Platform,
 - 5.1.4. the individual psychological support, within the limits specified by the Partner
 - 5.1.5. using the functionality of monitoring the level of well-being based on tools provided by Mindgram.
- 5.2. A member of the User's Family, via the chat available on the Platform, has the opportunity to use development tools and psychological support through the following means:
 - 5.2.1. participation in group workshops available through the Platform, access to which is possible for the first 1000 registered users,
 - 5.2.2. use of Educational Materials posted on the Platform, in the form of films, audio recordings, graphics, texts,
 - 5.2.3. the support of a development and therapy coordinator via chat available on the Platform,
 - 5.2.4. using the functionality of monitoring the level of well-being based on tools provided by Mindgram.
- 5.3. Mindgram may record, share and archive workshops mentioned in sec. 5.1.1. and 5.2.2 of the Terms and Conditions.
- 5.4. For valid reasons, Mindgram reserves the right to make changes to the workshop program mentioned in sec. 5.1.1. and 5.2.1 of the Terms and Conditions, including the speaker or technical conditions of his or her organization, which will not violate the Terms and Conditions.
- 5.5. Mindgram reserves the right to change at any time the dates and program of the workshops mentioned in sec. 5.1.1. of the Terms and Conditions, which will not violate these Terms and Conditions.
- 5.6. Mindgram stipulates that the support of a development and therapy coordinator mentioned in sec. 5.1.3. of the Terms and Conditions, and the support of a psychologist mentioned in sec. 5.1.4. of the Terms and Conditions is based solely on the information provided voluntarily by the User, and the information on how the Platform is used by the User. The User autonomously decides about the scope of information provided to Mindgram in order to use the abovementioned Service. In particular, revealing to Mindgram health data, racial or ethnic origin, political opinions, religious or philosophical beliefs, genetic or biometric data, data concerning sexuality, including sexual orientation, or crime data, you consent to the processing of such data by Mindgram for the purposes of Service provision
- 5.7. Mindgram stipulates that the services indicated in sec. 5.1.3. and 5.1.4. of the Terms and Conditions are performed at the Platform. Development and therapy coordinators, and psychologists are required to respond to the User's messages no later than 24 hours from the time of issuing a message.
- 5.8. To ensure security and confidentiality of the User's data, Mindgram deletes all data collected via chat available on the Platform after 28 days from the date of the User's last activity in a given chat box, which means a complete loss of access to the stored data. The remaining User's data stored on the Platform is anonymized or deleted after 6 months from the date of deactivation of the User's Account.
- 5.9. In order to avoid any doubts, Mindgram declares that any Services provided to the User through the Platform shall not be considered a health service according to Art. 2 act. 1. sec. 10 of the Act of 15 April, 20211 on medical activities, in particular the provision of Services by Mindgram shall not be considered as diagnostic or therapeutic activity, and shall not replace such activities.

5.10. Mindgram, in order to improve the operation of the Platform, including in connection with the development of the scope of the Services, is entitled to submit invitations to Users and a User's Family Members to participate in User feedback surveys and / or test new functionalities of the Platform.

6. UPDATES, SUPPORT AND COMPLAINTS

- 6.1. Mindgram will make every effort to ensure that the Platform operates 24 hours a day / 7 days a week, except for: (i) planned Service interruption (we will make every effort to notify about it in advance); or (ii) unavailability due to circumstances beyond Mindgram's control, including, but not limited to: force majeure, fire, earthquake, flood, water, elements, labor disputes or shortages, media restrictions, power outages, explosions, social unrest, government activities, epidemics, shortages of equipment or supplies, unavailability of transportation, omissions by third parties or other activities, or any other valid reasons beyond our control, including technical problems arising as a result of circumstances burdening the Application Providers.
- 6.2. If, during the term of the Agreement, Mindgram improves or updates the Platform, the new version of the Platform will be immediately implemented and made available. The time to implement an upgrade or update of the Platform will depend on advancement and complexity of the technical changes introduced and may require Service interruption.
- 6.3. Mindgram stipulates that Service interruptions might occur when accessing the Platform caused by maintenance or modernization works, other than Platform updates.
- 6.4. Service interruption caused by updates on the Platform shall not be considered as incorrect provision of the Service by Mindgram.
- 6.5. Mindgram will ensure proper functioning of the Platform, in particular, by:
 - 6.5.1. removing Defects on the Platform,
 - 6.5.2. providing access to Platform updates,
 - 6.5.3. providing technical support when using the Platform.
- 6.6. The User or User's Family Member has the right to submit inquiries, comments and complaints in reference to the operation of the Platform.
- 6.7. Defects on the Platform will be removed by Mindgram with or without a Report. Reports should be sent to: customercare@mindgram.com, and should contain the following data: contact details of the reporting person; description of the incident; where on the Platform the Defect appeared; the circumstances in which the Defect occurred; other information that Mindgram or the User or User's Family Member may deem necessary to remove the Defect, or that will enable Mindgram to remove the Defect, provided that failure to provide the abovementioned data, will not render the Report ineffective.
- 6.8. Failure to provide the above-mentioned information indicated in sec. 6.7. does not render the reporting of irregularities ineffective, however, it may extend the time to remove irregularities by Mindgram. Each Report will be confirmed by email sent to the reporting person to the email address provided in the Report, no later than 48 hours from the receipt date of the Report, provided that the receipt confirmation of the Report does not include the time of Mindgram being out of service. The receipt confirmation of the Report will include the information about the classification method of Reports, taking into consideration the criteria in sec. 6.9. and the maximum period for removing irregularities.
- 6.9. Mindgram is obliged to remove the irregularities mentioned in the Report within the time limit according to the classification method of Reports, the period shall begin from the time of receipt of the Report, mentioned in sec. 6.8., unless it is not possible to remove the irregularities within the above-mentioned period for reasons beyond the control of Mindgram. In case of failure to remove

the irregularities within the time limit indicated in the preceding sentence, Mindgram is obliged to notify the person making the notification about this fact, indicating the actual date of removing the irregularities.

Mindgram has the right to classify Reports according to the following categories:

- 6.9.1. a blocking error – an error that completely prevents access to the Platform, deadline for removal: up to 3 Business days,
 - 6.9.2. a critical error – an error that partially prevents or limits access to the resources on the Platform, deadline for removal: up to 14 Business days,
 - 6.9.3. a high error – an error that does not affect access to the resources on the Platform, deadline for removal: up to 60 Business days,
 - 6.9.4. a low error – a different category error that does not have a significant impact on the functionality of the Platform – no guarantee of resolution.
- 6.10. In case that the irregularities in the Platform functioning were caused by the Partner, the User or User's Family Member, Mindgram may consider additional charges for the removal of irregularities, Mindgram will notify both the Partner, the User and relatively the User's Family Member
- 6.11. In the event mentioned in sec. 6.10. of the above Agreement, Mindgram will notify about the identified cause of defectiveness on the Platform via email sent to the email address provided in the Report, indicating the costs of removal of the irregularities. The irregularities referred to in sec. 6.10. of the above Agreement will only be deleted upon payment to Mindgram a fee for removal of the irregularities within the time frame agreed by the Parties via email.
- 6.12. Mindgram does not bear the responsibility if the User or User's Family Member cannot access the Platform as a result of: activities of the User, User's Family Member or third parties consisting in introducing changes or modifications to the Platform, or when the User or User's Family Member does not comply with the provisions of the Terms and Conditions while using the Platform.
- 6.13. If the User notices unlawful data on the Platform, especially data infringing intellectual property rights, he or she should immediately notify Mindgram on the following email address: customercare@mindgram.com.
- 6.14. All complaints related to the performance of the Agreement, and questions should be submitted by email to the email address customercare@mindgram.com, or to the address of Mindgram's registered office. The complaint should contain at least data necessary for User's or Family Member's identification and contact: the User's or Family Member's name or email address, the subject of the complaint and the underlying circumstances along with the date of occurrence; the User's expectations towards Mindgram, in particular the indication of desired actions from Mindgram.
- 6.15. Mindgram considers a complaint within 7 working days from the date of its receipt, and immediately notifies the User or User's family Member, via email, about the method of its examination. If the data or information provided in the complaint needs to be complemented before resolving the complaint, Mindgram requests the User or User's Family Member to provide missing information. Providing additional clarification by the User or User's Family Member extends the period of resolving the complaint.
- 6.16. Complaints resulting from failure to comply with the Terms and Conditions will not be considered by Mindgram.
- 6.17. In order to improve the functionality of the Platform, Mindgram has the right to register the activity of its Users, and to contact Users in order to conduct satisfaction surveys to maintain proper quality of Services.

7. INTELLECTUAL PROPERTY

- 7.1. Mindgram declares that it is entitled to unlimited copyrights to the Platform as well as the right to use and distribute the Materials made available through the Platform.
- 7.2. Mindgram grants a territorially unlimited, non-exclusive license, accordingly to the User or User's Family Member for the duration of the Agreement to use the Platform and the Materials made available through it, according to the conditions and limitations established in these Terms and Conditions, without the right to grant further licenses, in the following manner: a display on a computer, mobile device (including mobile phones) or other electronic devices.
- 7.3. Mindgram reserves all rights to the Platform and the Materials made available through it, not granted to Users or User's Family Members explicitly under the Agreement. The license does not allow the User or User's Family Member, in particular, to: (a) reproduce, distribute, rent, sell or otherwise indirectly or directly redistribute the Platform or the Materials, (b) modify, reverse engineer or otherwise interfere with the Platform's software, (c) use and develop Mindgram's intellectual property, including the Platform and the Materials, (d) use Mindgram's intellectual property for an unlawful purpose or to the detriment of Mindgram. Any behavior fitting in the above-mentioned conditions will be considered as a breach of the terms of the Agreement.
- 7.4. The Service contains content and technology developed by Mindgram or Mindgram's licensors, which is protected by copyright, trademark, commercial secret, and other laws. Between the Parties, Mindgram is the owner or licensee of the intellectual property and other proprietary rights to the Service, including, but not limited to: the design, graphics, logos, functionality and its documentation (hereinafter "Ownership"). It is forbidden to: copy, modify or reproduce the source code of any part of the Platform or any Materials; rent, sell, lease, distribute, provide or otherwise use the Service in favour of any third party
- 7.5. This Agreement does not transfer any property or any intellectual property of a third party to the User or User's Family Member, and all rights, title and shares in such property shall remain solely with Mindgram, or their respective owners. All above-mentioned rights are reserved.
- 7.6. Names, logos or trademarks of third-party companies and other users' products may be trademarks of their respective owners.
- 7.7. By accepting the Terms and Conditions, accordingly the User or User's Family Member agrees to record and publish his or her image or work as well as consent to merge these works with the content of the Platform or the Materials (collective work); and grants a free, indefinite license to use the above-mentioned works in case when using the Platform or the Materials, they will merge in such a way that Users' images, opinions, statements, presentations, etc. will become part of the content of the Platform or Materials.
- 7.8. If a User or User's Family Member is taking part in the workshops referred to in sec. 5.1.1. or 5.2.1 of the Terms and Conditions, the User or User's Family Member will provide secret information protected by separate provisions and accordingly the User or User's Family Member is obliged to immediately notify Mindgram. Mindgram will take appropriate factual and legal actions necessary to secure the protected content, and to notify the individuals or entities who own the protected content. Mindgram shall not bear the responsibility for statements, opinions, recommendations, omissions made by speakers, Users or User's Family Members of the webinars. These individuals have freedom of expression, and they take all statements and actions on their own behalf and in their name.

8. USER'S CONTENT

- 8.1. Accordingly the User or User's Family Member is fully responsible for the content and statements posted on or through the Platform, including its quality and legality as well as for any damage caused

by such content. By sharing content and statements via the Platform, accordingly the User or User's Family Member declares and guarantees that:

- 8.1.1. has all rights, permissions and authorizations necessary to provide content to Mindgram,
 - 8.1.2. the content posted by the User or User's Family Member is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
 - 8.1.3. the content posted by the User or User's Family Member is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
 - 8.1.4. the content posted by the User or User's Family Member is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and websites, and similar unsolicited promotional methods;
 - 8.1.5. the content posted by the User or User's Family Member is not named in a manner that misleads the readers into thinking that you are another individual or User.
- 8.2. Without limiting any of the above declarations or guarantees, Mindgram reserves the right to remove any content from the Platform, or to terminate or deny access to and use of the Platform by Users, if the User's content or activity violates these Terms and Conditions, decency or provisions of generally applicable law.
- 8.3. If a third party has a claim regarding the User's or Family Member's content, Mindgram will immediately notify the User or User's Family Member of the claim. In such a situation, accordingly the User or User's Family Member undertakes to immediately contact the third party, and take the necessary action to resolve the dispute or satisfy the third party's claims. If Mindgram satisfies the claims of a third party or repairs the damage caused, Mindgram shall issue an appropriate recourse claim against the User.
- 8.4. Mindgram respects the intellectual property rights of others. If you believe that material located on or linked to by Mindgram's Service violates your copyright or your intellectual property rights, you are encouraged to notify Mindgram. We will respond to all such notices and, as required or appropriate, remove the infringing material or deactivate all links to the infringing material. We will terminate a User's or Family Member's access to and use of the Service if, under appropriate circumstances, the User is determined to be a repeat infringer of the rights of others. In the case of such termination, we will have no obligation to provide a refund of any amounts previously paid to us.

9. PERSONAL DATA

- 9.1. The personal data Administrator is Mindgram ("**The Administrator**"). Mindgram is processing User's or Family Member's personal data on the basis of the Privacy Policy.
- 9.2. The Administrator has appointed a Data Protection Officer who can be contacted via email in order to inquire about personal data protection: gdpr@mindgram.com.
- 9.3. Mindgram exercises due diligence to respect the privacy of individuals using Mindgram's services. Mindgram guarantees confidentiality of all personal data provided and ensures security and personal data protection measures required by the provisions on the protection of personal data. Personal data is collected with due diligence and is properly protected from unauthorized individuals.

10. LIABILITY

- 10.1. Mindgram stipulates that all Users or User's Family Members take activities based on the content available on the Platform at their own risk.

- 10.2. Mindgram will not bear the responsibility for:
- 10.2.1. the method of use of the Materials made available to Users or User's Family Members with reference to the use of the Platform as well as the activities and consequences of the actions taken by Users as a result of using the Services indicated in sec. 5.1.3. and 5.1.4. of the Terms and Conditions,
 - 10.2.2. damages caused by disruptions in the functioning of the Platform, unavailability or limited availability of the Platform caused by reasons beyond the control of Mindgram, or which occurred as a result of events that Mindgram was not able to prevent, including circumstances attributable to Application Providers,
 - 10.2.3. damage caused by a User's or Family Member's failure to comply with the provisions of the Terms and Conditions,
 - 10.2.4. the consequences of Users' use of the Materials provided with regard to the use of the Platform or the Services mentioned in sec. 5.1.3. and 5.1.4. of the Terms and Conditions, in particular, Mindgram stipulates that the provision of Materials and Services takes place without conducting a medical interview, including not having the results of Users' tests and detailed information on their health condition, and the Materials provided and proposal for actions cannot replace professional medical advice. or individual specialist consultations,
 - 10.2.5. damage caused by a violation to an intellectual or industrial property rights by Users or User's Family Members,
 - 10.2.6. damages related to the operation of malicious or harmful software unlawfully introduced by the User, User's Family Members or third parties,
 - 10.2.7. Users' or Family Members' actions related to the use of the Platform, in particular how the Platform or content are used by other users. In particular, caused by a violation of intellectual or industrial property rights by users.
- 10.3. Mindgram's total aggregate liability for non-performance or undue performance of the Agreement is in each case limited to the amount of the actual loss and it excludes loss of profits.
- 10.4. During the period of Force Majeure, Mindgram's activities and duties, within the scope covered by the case of Force Majeure, may be suspended. The suspension also applies to liability for failure to comply with contractual obligations.

11. CHANGES TO PROVISIONS

- 11.1. Mindgram reserves the right to amend the Terms and Conditions for valid reasons, in particular in case of: changes in applicable laws affecting the content of the Terms and Conditions, economical changes of Mindgram, changes in functionality of the Platform, changes of technical requirements.
- 11.2. Mindgram will notify Users or User's Family Members via e-mail sent to the e-mail address provided by the User or the User's Family Member on the User's Account or the User's Family Member Account of the planned amendment to the Terms and Conditions, at least 7 days before its entry into force. The new wording of the Terms and Conditions shall enter at the date indicated by the Mindgram. In case of changes to the Terms and Conditions, the User or User's Family Member has the right to terminate the Agreement one day before the entry into force of the amendments to the Terms and Conditions without additional cost.
- 11.3. If the User or User's Family Member does not terminate the Agreement within the period indicated above, the new amendments to the Terms and Conditions shall enter at the date indicated by the Mindgram
- 11.4. The provisions of the Terms and Conditions, which may be considered as prohibited contractual provisions from the register kept by any supervisory authority (abusive clauses), shall not be binding on Consumers.

- 11.5. By virtue of the provisions of Regulation (EU) No. 524/2013 of the European Parliament and of the Council, of May 21, 2013, on online dispute resolution in consumer matters, Mindgram also informs you that, in the event of dispute, Users residing in the European Union may go to the "Online dispute resolution platform" developed by the European Commission, in order to try to resolve out of court any dispute arising from the provision of services by Mindgram.
- To access the "Online Dispute Resolution Platform" you can do so through the following link: <http://ec.europa.eu/consumers/odr/>.
- 11.6. In addition to the Online Dispute Resolution Platform mentioned above, Mindgram notifies the User or User's Family Member, who is a Consumer of Polish origin, about out-of-court means of dealing with claims and vindication of claims. In the case of Polish Users in relation to the methods of access to these procedures will be available at the offices or on the websites of entities authorized to out-of-court dispute resolution. Information on the possibility for the Polish Consumer to use out-of-court means of dealing with claims and vindications of claims, and rules of access to these procedures may be available on the following websites of the Office of Competition and Consumer Protection:
- http://www.uokik.gov.pl/spory_konsumenckie.php
http://www.uokik.gov.pl/sprawy_indywidualne.php
http://www.uokik.gov.pl/wazne_adresy.php
- Also in relation to the above, they may include, in particular, consumer advocates or Voivodeship Inspectorates of the Trade Inspection, a list of which is available on the website of the Office of Competition and Consumer Protection at http://www.uokik.gov.pl/spory_konsumenckie.php.
- 11.7. The Consumer may also obtain the information referred to in sec. 11.6. at the offices and on the websites of powiat (municipal) consumer advocates, social organizations whose statutory tasks include consumer *protection* and Voivodeship Inspectorates of the Trade Inspection.
- 11.8. In the case of the Polish Consumer, he has the following possibilities for out-of-court means of dealing with claims and vindication of claims:
- 11.8.1. a possibility to apply to a permanent amicable consumer court operating at the Trade Inspection,
- 11.8.2. a possibility to apply to the voivodeship inspector of the Trade Inspection, requesting the initiation of mediation proceedings regarding amicable settlement.
- 11.9. For the rest of consumers belonging to EU member countries, Mindgram informs that there is an online platform for resolving disputes between consumers and entrepreneurs at the EU level (ODR platform) available at the address <http://ec.europa.eu/consumers/odr/>.

12. FINAL PROVISIONS

- 12.1. The Terms and Conditions shall apply accordingly to the User or User's Family Member for an indefinite term, but not longer than the duration of the agreement with the Partner, with regard to which the User's or Family Member's Account has been created.
- 12.2. The Agreement expires if the User's or Family Member's Account is not activated within 24 hours from the registration on the basis of rules in sec. 4 of these Terms and Conditions.
- 12.3. Mindgram has the right to terminate the Agreement with immediate effect, which will result in blocking Users' or Family Members' access to the Platform, if:
- 12.3.1. a User or User's Family Member breaches the provisions of these Terms and Conditions,
- 12.3.2. the contract concluded by Mindgram with the Partner who is the User's employer or co-worker in reference to which Mindgram provides the Service to the User or User's Family

Member, will be terminated provided that Mindgram notifies the User or User's Family Member of this fact.

12.4. Mindgram will notify the User and User's Family Member about the termination of the Agreement via email sent to the email address provided by the User on the User's or Family Member's Account.

12.5. The Polish law shall apply to the obligations resulting from the Terms and Conditions. Likewise, for all those conflicts or discrepancies in terms of consumption (whether for Polish Users or for the rest of consumers belonging to EU member countries), that could derive from this contractual relationship, Mindgram informs that it will be applicable the Internet dispute resolution platform, between consumers and merchants, at EU level (ODR platform), referenced in previous lines, at <http://ec.europa.eu/consumers/odr/>.

Notwithstanding the foregoing Mindgram and the User or User's Family Member will make every effort to resolve any disputes amicably.

12.6. The Parties agree that if any part of the Terms and Conditions turns out to be invalid, ineffective, otherwise legally defective or unenforceable, the remaining part of the Terms and Conditions will remain in full force. In case of an invalid, ineffective provision or any other legal defect or unenforceability, the parties will agree, in good faith, to the maximum possible term, on alternative provisions that shall be binding and enforceable, and shall reflect the original intentions of the Parties.

12.7. These Terms and Conditions shall enter into force on 01.04.2023.

[Archived versions of Terms and Conditions of Mindgram Platform](#)