

## **MINDGRAM SERVICE TERMS AND CONDITIONS ("TERMS AND CONDITIONS")**

These Terms and Conditions set out the general rules and manner of providing services - Workshops - electronically by Mindgram pursuant to Article 8(1)(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 starting to use the Service, the Participant confirms that he/she has read the Terms and Conditions, understands and accepts their contents and agrees to abide by them.

### **1. DEFINITIONS**

**1.1.** Any and all definitions and terms used below shall apply in these Terms and Conditions as well as in other actions related to the performance of the Agreement:

- 1.1.1. Personal data** - any and all information about an identified or identifiable natural person, whereby 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 the natural person;
- 1.1.2. Link** - a link sent by Mindgram to the Partner's email address and given to the Participant to sign up for the Workshop;
- 1.1.3. Materials** - any content made available to the Participant in connection with the delivery of the Workshop;
- 1.1.4. Partner** - an entity that is an employee or associate of the Participant with whom Mindgram has entered into a separate service agreement in connection with the performance of which Mindgram allows the Participant access to the Workshop under these Terms and Conditions;
- 1.1.5. GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119, p.1);
- 1.1.6. Workshop** - the service of an online workshop organised by Mindgram for Participants;
- 1.1.7. Participant** - a natural person who is an employee or associate of the Partner, participating in a Workshop organized by Mindgram in connection with the conclusion of an agreement between Mindgram and the Partner;
- 1.1.8. Consumer** - Workshop Participant who is a consumer within the meaning of Article 22<sup>1</sup> of the Civil Code, i.e. a natural person who purchases a product for a purpose not directly related to their professional or business activity;
- 1.1.9. Force Majeure** - an event that could not have been foreseen with the diligence required in professional relations, and which is external to both the Participant and Mindgram, and which they could not have resisted by acting with due diligence;
- 1.1.10. Agreement** - the agreement concluded between Mindgram and the Participant by accepting the Terms and Conditions regarding the Participant's use of the Service;
- 1.1.11. Service** - a service provided by Mindgram which is a service provided electronically in accordance with the Act of 18 July 2002 on the Provision of Services by Electronic Means (Journal of Laws of 2017, item 1219, as amended) consisting in enabling access to the Workshop;
- 1.1.12. Service Provider or Mindgram** - Mindgram Sp. z o. o. with its registered office in Warsaw, Aleje Jerozolimskie 93, 02-001 Warszawa, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Department of the National Court Register under KRS number: 0000881002, NIP 5223196770, REGON 38812038, with the share capital of PLN 155,400.00.

### **2. TECHNICAL REQUIREMENTS**

**2.1.** To participate in the Workshop you need:

- 2.1.1.** a computer or other electronic device with access to the Internet,
- 2.1.2.** an active e-mail account,

- 2.1.3. appropriate software, including an appropriate web browser, to use the Calendly application ([www.calendly.com](http://www.calendly.com)).
- 2.1.4. access to the Zoom software ([www.zoom-us.pl](http://www.zoom-us.pl)) through which the Workshops are conducted for use by the Participant via a generated link.

### **3. IMPLEMENTATION OF THE SERVICE AND RULES FOR PARTICIPATION IN THE WORKSHOP**

- 3.1. The Participant shall be entitled to participate in the Workshop organised by Mindgram. The condition for participation in the Workshop shall be:
  - 3.1.1. expressing interest in attending the Workshop by clicking on the link. through which the Participant signs up for the Workshop in Calendly;
  - 3.1.2. signing in to the Workshop on the scheduled Workshop date and time via Zoom using the link generated after signing up for the Workshop in Calendly.
- 3.2. Prior to expressing interest in participating in the Workshop as specified in point 3.1.1. above, the Participant shall be required to read the Terms and Conditions. Signing up for the Workshop is tantamount to accepting them.
- 3.3. The Participant shall have the option to opt out of the Workshop at any time by leaving the event in Calendly, not attending the Workshop or leaving the created event in Zoom after the Workshop has started.
- 3.4. It shall be forbidden for the Participant to pass the access data to participate in the Workshop to third parties.
- 3.5. Mindgram can provide the opportunity to interact with the speaker or other Participants through chat communication.
- 3.6. The Participant undertakes to use the Workshop in accordance with the law, without infringing on the rights and reputation of third parties.
- 3.7. Mindgram can record, share and archive the proceedings of the Workshop.
- 3.8. Mindgram reserves the right to make changes to the programme of the Workshop, the speaker or the technical conditions of its organisation for important reasons, which shall not constitute a breach of the Terms and Conditions.
- 3.9. Mindgram shall not be held liable for circumstances on the part of the Participant that prevent him/her from taking part in the Workshop, including in particular:
  - 3.9.1. providing incorrect contact details,
  - 3.9.2. the Participant's failure to meet the technical conditions necessary to use the Workshop,
  - 3.9.3. malfunction of data communication equipment.
- 3.10. Mindgram reserves the right to change the date and programme of the Workshop at any time, which shall not constitute a breach of these Terms and Conditions.
- 3.11. Participation in the Workshop is free of charge for the Participant.

### **4. UPDATES, SERVICING AND COMPLAINTS**

- 4.1. The Participant may submit a complaint related to the execution of the Workshop by Mindgram, including in the event of identifying irregularities in access to the Workshop. The complaint can be submitted in electronic form via an email addressed to [customercare@mindgram.com](mailto:customercare@mindgram.com).
- 4.2. A person submitting a complaint should provide his/her data, including contact details, description of the event or irregularity, as well as the circumstances under which the irregularity occurred. Complaints not meeting these requirements shall not be considered.
- 4.3. Mindgram shall consider the complaint no later than within 7 days and shall reply to the e-mail address specified in the complaint.
- 4.4. Service to Participants takes place between 9.00 a.m. and 5.00 p.m. on working days, i.e. from Monday to Friday, excluding public holidays.

### **5. WITHDRAWAL FROM THE WORKSHOP AND THE AGREEMENT**

- 5.1. Participants shall have the right to cancel their participation in the Workshop at any time by unsubscribing via the Calendly app or by not attending the Workshop.
- 5.2. Cancellation of enrolment in the Workshop shall be equivalent to withdrawal from the Agreement.
- 5.3. Provisions of the Terms and Conditions that could constitute prohibited contractual provisions in the register kept by the President of the Office of Competition and Consumer Protection (abusive clauses) shall not be binding in relation to consumers.

- 5.4. Mindgram informs the Participant who is a Consumer about the possibility to use out-of-court complaint and claim procedures. The rules of access to these procedures are available at the registered offices or on the websites of entities entitled to out-of-court dispute resolution. Information about the possibility of using out-of-court complaint handling and claim investigation procedures by the Consumer and the rules of access to these procedures are available on the following websites of the Office of Competition and Consumer Protection:
- [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php)  
[http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php)  
[http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php)
- They can be in particular consumer ombudsmen or Voivodship Inspectorates of Trade Inspection, the 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](http://www.uokik.gov.pl/spory_konsumenckie.php).
- 5.5. The information referred to in point 5.4. above can also be obtained by the Consumer at the offices and on the websites of district (city) consumer ombudsmen, civic organisations whose statutory tasks include consumer protection and Voivodship Inspectorates of Trade Inspection.
- 5.6. The consumer has in particular the following possibilities of out-of-court complaint handling and claim investigation:
- possibility to apply to a permanent amicable consumer court operating at the Trade Inspection,
  - possibility to apply to a voivodeship Trade Inspection inspector with a request to initiate mediation proceedings for an amicable settlement.
- 5.7. Mindgram informs that a platform for online dispute resolution between consumers and traders at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>.

## 6. INTELLECTUAL PROPERTY

- 6.1. Any and all materials, recordings, publications, trademarks and other content and works published, presented, retransmitted, and/or distributed during the Workshop are subject to and protected by copyright law within the meaning of the Act on Copyright and Neighbouring Rights of 4 February 1994.
- 6.2. Upon delivery to the Participant (commencement of the Workshop), Mindgram grants a non-exclusive, non-transferable term (for the duration of participation in the Workshop) license to use these materials solely for the Participant's own purposes. The Participant shall not have the right to reproduce, duplicate, distribute, market the contents of the Workshop or the materials from the Workshop, or to make these contents available to third parties.
- 6.3. Participants shall not have the right to record in any form the content and proceedings of the Workshop, without the prior written consent of Mindgram.
- 6.4. By accepting the Terms and Conditions, the Participant gives permission to record and publish their image or work, as well as permission to merge these works with the content of the Workshop (collective work) and grants a free, perpetual licence to use the aforementioned works in the event that, during the Workshop, a connection is made with the Participant in such a way that their image, opinions, statements, presentations etc. become part of the Workshop.
- In the event that the statements referred to in point 6.4. occur, and the Participant provides information which constitutes a protected secret under separate regulations, the Participant shall be obliged to immediately inform Mindgram thereof. Mindgram shall take appropriate actual and legal steps to secure the protected content and to inform the persons or entities owning the protected content. Mindgram shall not be liable for statements, opinions, recommendations, or acts of omission made by speakers and webinar Participants. These persons are free to speak and all statements and actions are taken on behalf and on account of themselves

## 7. PERSONAL DATA

- 7.1. The administrator of the Participant's personal data is Mindgram ("**Administrator**").
- 7.2. Mindgram has appointed a Data Protection Officer who can be contacted on matters relating to data protection at the following email address: [gdpr@mindgram.com](mailto:gdpr@mindgram.com).
- 7.3. Mindgram is committed to respecting the privacy of individuals using Mindgram's services. Mindgram guarantees the confidentiality of any personal data provided and ensures that all security and data protection measures required by data protection legislation are taken. Personal data are collected with due care and are properly protected against access by unauthorized persons.

- 7.4.** In connection with the performance of the Service, Mindgram obtains access to Participants' personal data such as name, email address, company, as well as other personal data voluntarily provided in connection with the use of the Workshops.
- 7.5.** Mindgram processes Participants' personal data for the following purposes:
- 7.5.1.** performance of a service contract:
- 7.5.1.1. basis for processing: Article 6(1)(b) of the GDPR with regard to the conclusion, performance and termination of the concluded contract (processing is necessary for the performance of the contract concluded with Mindgram),
- 7.5.1.2. retention period: the period necessary for the performance of the Service, but no longer than until the end of the Workshop,
- 7.5.1.3. data scope: e-mail address, first name, surname, company name,
- 7.5.2.** the establishment, assertion or defence of claims which Mindgram may raise or which may be raised against Mindgram in connection with the concluded contract:
- 7.5.2.1. legal basis: article 6(1)(f) GDPR (pursuit of Mindgram's legitimate interests relating to the establishment, investigation and defence of claims),
- 7.5.2.2. storage period: the data are stored until the expiry of the limitation period for claims resulting from the contract concluded with Mindgram, unless Mindgram decides to delete the data earlier, whereby the limitation period is determined by the provisions of the Civil Code,
- 7.5.2.3. data scope: e-mail address, name and surname.
- 7.6.** Provision of personal data is voluntary but necessary to perform the Agreement and use the services provided by Mindgram.
- 7.7.** For the proper provision of services, it is necessary for Mindgram to use the services of third parties. Mindgram only uses the services of such processors that provide sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of the GDPR and protects the rights of data subjects.
- 7.8.** We may transfer Participants' Personal Data to third parties. The recipients of the Personal Data may be entities that support us in our day-to-day operations, including entities involved in the provision of the service, in particular IT solutions providers, including software used in the performance of operations specified in the Terms and Conditions, service providers supplying the Company with technical and organizational solutions, as well as other entities, if the use of their services is necessary for the proper provision of services by Mindgram.
- 7.9.** Personal data collected by Mindgram may also be made available: to the relevant state authorities at their request on the basis of the relevant provisions of law or to other persons and entities - in cases provided for by the provisions of law.
- 7.10.** Each entity to which Mindgram entrusts Personal Data for processing guarantees an adequate level in terms of security and confidentiality of the processing of Personal Data. The processing entity will process Personal Data on the basis of a Personal Data Processing Outsourcing Agreement. Mindgram may transfer Personal Data to third countries in situations where any of the above-mentioned entities carry out processing in a third country and only in situations where the European Commission has made a finding of adequate protection or with contractual clauses approved by the European Commission.
- 7.11.** Mindgram does not profile personal data.
- 7.12.** The Participant shall have the following rights resulting from the processing of his/her personal data:
- 7.12.1.** the right to demand access to one's own personal data - the Participant has the right to obtain confirmation as to whether Mindgram processes his/her personal data and, if so, he/she is entitled to obtain access to the data and to receive information concerning the data, such as e.g.: the purpose of processing, data categories, information about the recipients or categories of recipients to whom the data have been or will be disclosed, the intended period of storage of the personal data or the criteria for determining this period; the above right also includes the right to receive a copy of the data free of charge,
- 7.12.2.** the right to rectification of personal data (where it is inaccurate), which includes requesting that incomplete personal data be completed,
- 7.12.3.** the right to erasure of personal data ("right to be forgotten"), in the following circumstances: when the Participant's personal data are no longer necessary for the purposes for which they were collected, the Participant has objected to the processing, the personal data were processed unlawfully, the personal data must be erased in order to comply with a legal

- obligation under Union Law or the law of a Member State to which Mindgram is subject, the personal data were collected in connection with the offering of information society services,
- 7.12.4.** the right to restrict processing when the Participant disputes the accuracy of the personal data (for a period allowing Mindgram to verify the accuracy of the data), the processing is unlawful and the Participant objects to erasure of the data, Mindgram no longer needs the personal data for the purposes of processing but the data are nevertheless needed by the Participant to establish, assert or defend a claim, the Participant has objected to processing until it is determined whether the legitimate grounds on the part of Mindgram override the grounds of the Participant's objection,
  - 7.12.5.** the right to object to processing where the Participant does not want Mindgram to process the data, which may however affect the performance of the Services by Mindgram,
  - 7.12.6.** the right to data portability, including the right to receive from Mindgram in a structured, commonly used machine-readable format the personal data that the Participant has provided, including the right to request that the personal data be sent by Mindgram directly to another Participant (where technically possible),
  - 7.12.7.** the right to withdraw the consent to the processing of the Participant's data at any time (whereby withdrawal of consent shall not affect the lawfulness of processing carried out on the basis of the Participant's consent prior to its withdrawal),
  - 7.12.8.** the right to lodge a complaint with the President of the Office for Personal Data Protection if the Participant considers that the processing of personal data violates the provisions of the GDPR.
- 7.13.** Mindgram applies all the necessary technical measures set out in the GDPR to ensure enhanced protection and security of the processing of personal data. In particular, we maintain the physical, electronic and procedural safeguards essential to the extent necessary to ensure the protection of personal data against loss, misuse, disclosure and alteration.
  - 7.14.** Mindgram also points out that the use of the Internet and electronically delivered services, especially the use of publicly accessible Wi-Fi networks, may involve specific ICT risks, such as: the presence and operation of worms, spyware or malware, including computer viruses, as well as the possibility of being exposed to cracking or phishing (password mining) and others. In order to obtain detailed and professional information on maintaining security on the Internet, Mindgram recommends consulting entities specializing in this type of IT services.

## **8. LIABILITY**

- 8.1.** Mindgram stipulates that any therapies or other procedures, including medical procedures applied on the basis of the contents of the Workshop, may only be undertaken at the own risk of the person undertaking them.
- 8.2.** Mindgram shall not be liable for:
  - 8.2.1.** how the Links and Materials made available to Participants in connection with the Workshop are used,
  - 8.2.2.** damages resulting from disruptions in the operation of the Links, the unavailability or limited availability of the Workshop due to causes beyond Mindgram's control, or that have occurred as a result of events that Mindgram was unable to prevent,
  - 8.2.3.** damages caused by the Participant's failure to comply with the provisions of the Terms and Conditions,
  - 8.2.4.** the consequences of the use by Participants of the Materials made available as part of the Workshops; in particular, Mindgram stipulates that the provision of the Materials takes place, in principle, without a medical interview, including without having the results of the Participants' examinations and detailed information on their health, and that the Materials made available cannot replace professional medical advice or individual specialist consultations,
  - 8.2.5.** damages for infringement of any intellectual or industrial property rights by Participants,
  - 8.2.6.** damages related to malicious or harmful software unlawfully introduced by the Participant or third parties.
- 8.3.** Mindgram's total aggregate liability for non-performance or improper performance of the subject matter of the Contract shall in any event be limited to the actual loss suffered and shall not include lost profits.
- 8.4.** During the period of Force Majeure, the performance of Mindgram's works and obligations, to the extent covered by the Force Majeure, may be suspended. The suspension also applies to liability for failure to fulfil contractual obligations.

**9. FINAL PROVISIONS**

- 9.1.** These Terms and Conditions shall apply to the Participant until the end of the Workshop.
- 9.2.** During the term of the Agreement, the Participant shall be entitled to request Mindgram to make available a pdf version of the Terms and Conditions.
- 9.3.** Mindgram reserves the right to make amendments to the Terms and Conditions. Participants shall be informed of any change to the Terms of Service by e-mail sent no later than 7 days before the amendment becomes effective. If within 7 days from the date of delivery of an e-mail message, referred to in the preceding sentence, a person does not inform Mindgram about not accepting the change of the Terms and Conditions, he/she shall become bound by the Terms and Conditions in their new wording.
- 9.4.** Mindgram shall have the right to terminate the Agreement with immediate effect, which shall result in Participants being blocked from accessing the Workshops, in the event that:
- 9.4.1.** the Participant violates the provisions of these Terms and Conditions,
- 9.4.2.** the contract entered into by Mindgram with the Partner who is the Participant's employer or associate, in connection with which Mindgram provides the Service to the Participant, is terminated.
- 9.5.** Mindgram shall inform the Participant of the termination of the Agreement and the lack of access to the Workshop by means of a message addressed to the Participant's email address indicated during the Workshop registration.
- 9.6.** Obligations arising from these Terms and Conditions shall be governed by the laws of Poland. All disputes related to the Terms and Conditions shall be subject to the Polish common courts. Mindgram and the Participant shall make every effort to resolve any disputes amicably.
- 9.7.** Subject to the provisions of Article 58 § 3 in fine of the Civil Code, the Parties agree that if any part of the Terms and Conditions proves to be invalid, ineffective, otherwise legally defective or unenforceable, the remaining part of the Terms and Conditions shall remain in full force and effect. In the event of a provision affected by the invalidity, ineffectiveness, other legal defect or unenforceability, the Parties shall agree in good faith, to the maximum extent possible, on alternative provisions which shall be binding and enforceable, reflecting the original intentions of the Parties.
- 9.8.** These Terms and Conditions shall enter into force on 1 June 2021.