

## **TERMS OF SERVICE**

These terms of service set out the rules and conditions for the provision of the paid Chatbot service electronically through the website yourplan.ai.

### **\*\*§ 1 Definitions\*\***

For the purposes of these terms of service, the following meanings of the terms below are adopted:

1. Buyer – a natural person, legal person, or an organizational unit without legal personality,
2. Consumer – a natural person entering into a sales agreement with the Seller not directly related to their business or professional activities,
3. Terms of Service – these terms of service, available at yourplan.ai,
4. Store – an online store providing the Chatbot service, operating at yourplan.ai,
5. Chatbot – a paid computer program operating through the Store, serving as a virtual assistant, enabling automated conversation in real-time according to a programmed path,
6. Seller – Lanco Nutritions Jakub Łańcucki, located at Al. Jana Pawła II 43A/37B, Warsaw, Poland, EU VAT: PL5242425065.

### **\*\*§ 2 Preliminary Provisions\*\***

1. Through the Store, the Seller provides the Buyer with the paid Chatbot service.
2. The task of the Chatbot is to conduct conversations during which it answers the most frequently asked questions by Buyers in the field of physical activity and nutrition.
3. To use the Store, it is not necessary for the Buyer's computer or other device to meet any special technical conditions. The following are sufficient: a) Internet access, b) a standard operating system, c) a standard web browser, d) having an active email address.
4. It is forbidden to provide unlawful content while using the Store.

### **\*\*§ 3 Electronic Services\*\***

1. Using the Chatbot service requires filling out an order form. It is necessary to provide data essential for order fulfillment in the form. Placing an order requires accepting the Terms of Service and paying for the service. The Buyer should familiarize themselves with the Terms of Service and payment conditions beforehand. In case of any doubts, the Buyer can contact the Seller.
2. The order placement process is completed by clicking the button that finalizes the order. Clicking the button constitutes the Buyer's declaration of intent leading to the conclusion of the service agreement with the Seller.
3. The agreement for the provision of services electronically within the use of the Chatbot is concluded the moment the User utilizes this functionality. The termination of the agreement for electronic services occurs automatically each time after the User uses the Chatbot.
4. To ensure the security of the Buyer and the data transfer in connection with the use of the Store, the Seller takes technical and organizational measures appropriate to the level of security threat of the services provided, in particular, measures to prevent unauthorized persons from acquiring and modifying personal data.

5. The Seller undertakes actions to ensure the full correct functioning of the Store. The Buyer should inform the Seller about any irregularities or interruptions in the operation of the Store.
6. All content provided through the Chatbot is informational or educational and does not constitute medical, dietary, pharmaceutical, or any other type of professional advice aimed at shaping dietary habits, health, or solving health, nutrition, or other problems. In each case, it is recommended to consult the obtained advice with a specialist in the field.
7. Responses to inquiries may sometimes be inconsistent with facts and expert knowledge. The Seller is not responsible for any damage caused by their content or for their correctness. Responses generated by the Chatbot result from AI technology and are not verified or modified by the Seller.
8. None of the information provided by the Chatbot should be understood as: a) performing medical activities or providing health care services as defined by the law of 15 April 2011 on medical activities; b) providing health care services, in particular, health examinations, diagnosing and preventing diseases, treatment, providing medical advice, and issuing medical opinions and judgments, as defined by the law of 5 December 1996 on the professions of doctor and dentist.
9. The Seller is not liable for any problems or technical limitations of the devices used by the Buyer, or for technical limitations of services provided by third parties necessary for using the services offered by the Seller, such as internet access services, which prevent the use of the Seller's services.
10. Any complaints related to the functioning of the Store can be reported by the Buyer via email to [office@yourplan.ai](mailto:office@yourplan.ai). In the complaint, the Buyer should specify the type and date of the irregularity related to the functioning of the Store. The Seller will consider all complaints within 30 days of receiving the complaint and will inform the Customer of its resolution via email to the complainant.

#### **\*\*§ 5 Payment\*\***

1. The payment methods available for the order are described on the Store's website and are presented to the Buyer during the order placement process. For credit cards, the store supports the following types: Visa, Visa Electron, Maestro, MasterCard, MasterCard Electronic.

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. If the Buyer has requested an invoice, it will be delivered to the Buyer electronically, to the email address provided in the order form.

3. The entity providing online payment services in terms of card payments is Stripe Inc.
4. The Seller is not responsible for any problems with making payments, which are on the side of the online payment system or bank.

#### **\*\*§ 7 Withdrawal from the Agreement by the Consumer\*\***

1. Failure to pay for Chatbot services within the designated period means withdrawal from the agreement without legal consequences.
2. The Buyer's right to withdraw from the Chatbot service agreement expires upon the commencement of service provision. By accepting the Terms of Service, the Buyer declares that they are aware that based on Article 38(1)(13) of the Consumer Rights Act of 30 May

2014, the Buyer does not have the right to withdraw from the Chatbot Service agreement due to its nature, especially because accessing the Chatbot means full execution of the service by the Seller.

#### **\*\*§ 8 Personal Data and Cookies\*\***

1. The Seller is the administrator of the Buyer's personal data.
2. The Buyer's personal data is processed for the following purposes and based on the following legal grounds: a) conclusion and performance of the agreement - Art. 6(1)(b) GDPR, b) fulfillment of tax and accounting obligations - Art. 6(1)(c) GDPR, c) defense, pursuit, or determination of claims related to the agreement, which is a legally justified interest pursued by the Seller - Art. 6(1)(f) GDPR, d) identification of the returning customer, which is a legally justified interest pursued by the Seller - Art. 6(1)(f) GDPR, e) handling inquiries directed by Buyers not yet leading to the conclusion of an agreement, which is a legally justified interest pursued by the Seller - Art. 6(1)(f) GDPR.
3. The recipients of the Buyer's personal data are: tax offices, accounting office, legal office, hosting provider, invoicing system provider, CRM system provider, mailing system provider, advertising agency.
4. The Buyer's personal data is stored in the Seller's database for the entire duration of the business activity to ensure the possibility of identifying the returning customer, however, the Buyer may object to this by demanding the deletion of their data from the Seller's database. If such objection is made before the expiration of the limitation period for claims arising from the concluded agreement, the Seller will have a prevailing interest in storing the Buyer's data until the expiration of the limitation period for claims. Accounting documentation containing personal data of the Buyer is stored for the period required by law.
5. The Buyer's rights related to the processing of personal data: the right to request from the Seller access to personal data, their rectification, deletion, limitation of processing, the right to object to processing, the right to data portability, the right to lodge a complaint with the President of the Personal Data Protection Office.
6. Providing personal data by the Buyer is voluntary but necessary to contact the Seller.
7. The Store uses cookie technology.
8. Details related to personal data and cookies have been described in the privacy policy available at [yourplan.ai](http://yourplan.ai).

#### **\*\*§ 9 Intellectual Property Rights\*\***

1. The Seller hereby informs the Buyer that the contents available on the Store's pages and elements of physical products (e.g., graphic designs) may constitute works within the meaning of the Copyright Act of 4 February 1994, to which the Seller holds copyright.
2. The Seller hereby informs the Buyer that further dissemination of content covered by copyright by the Buyer without the Seller's consent, except for the use of content within the scope of permitted personal use, constitutes a violation of the copyright belonging to the Seller and may result in civil or criminal liability.

#### **\*\*§ 10 Out-of-Court Complaint and Redress Procedures\*\***

1. The Seller agrees to submit any disputes arising in connection with the sale of goods to mediation proceedings. The details will be determined by the parties to the conflict.

2. The Consumer has the option of using out-of-court complaint and redress procedures. Among others, the Consumer has the possibility to: a) turn to the permanent amicable consumer court with a request to resolve the dispute arising from the concluded sales agreement, b) turn to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings for the amicable end of the dispute between the Buyer and the Seller, c) use the assistance of a county (city) consumer rights ombudsman or a social organization to which statutory tasks include consumer protection. d) For more detailed information on out-of-court complaint and redress procedures, the Consumer can search the website <http://polubowne.uokik.gov.pl>. e) The Consumer can also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr>. The platform serves to resolve disputes between consumers and entrepreneurs seeking out-of-court resolution of a dispute regarding contractual obligations

arising from an online sales agreement or service agreement.

#### **\*\*§ 11 Final Provisions\*\***

1. The Seller reserves the right to introduce and withdraw offers, promotions, and to change the prices of products in the Store without prejudice to the rights acquired by the Buyer, including the conditions of agreements concluded before the change.
2. The Seller reserves the right to make changes to the Terms of Service without prejudice to the rights acquired by the Buyer based on agreements concluded before the change of the Terms of Service.
3. The Seller is not liable for damages resulting from the use of services in a manner inconsistent with the Terms of Service.
4. Any disputes related to agreements concluded through the Store will be considered by the Polish common court competent for the place of the Seller's permanent business activity. This provision does not apply to Consumers, for whom the jurisdiction of the court is considered on general principles. Starting from 01.01.2021, this provision also does not apply to an individual entering into an agreement with the Seller directly related to their business activity, when the content of this agreement indicates that it does not have a professional character for this person, particularly resulting from the subject of their business activity made available based on the provisions on the Central Registration and Information on Business - in the case of such a person, the jurisdiction of the court is considered on general principles.
5. These Terms of Service are valid from 27.11.2023.