

## iYoni Mobile Application TERMS OF USE

### I. GENERAL PROVISIONS

1. These Terms of Use set out the general terms and rules governing your use of the iYoni Mobile Application made available for use on Mobile Devices (hereinafter referred to as the "**Application**" or "**Mobile Application**") by Katarzyna Goch, conducting business under the name of LIFE BITE KATARZYNA GOCH, entered into the Register of Entrepreneurs of the Central Registration and Information on Business Activity kept by the minister competent for business affairs. The company is located ul. Prof. Aleksandra Martyniaka 16/1, 10-763 Olsztyn, NIP 6912282020, REGON 386045360, hereinafter referred to as "**Service Provider**".
2. Contact the Service Provider via e-mail: [contact@iyoni.application](mailto:contact@iyoni.application).
3. The Application supports the tracking of women's health, in particular with regard to pregnancy seeking, fertility support and menstrual cycle information. Using the Application, the User can, among other things, monitor the regularity of the menstrual cycle and predicted fertile days, register factors determining the possibility of pregnancy such as intercourse, body temperature measurements, ovulation test results, health symptoms of the body, ultrasound results. It can also record and report on activities that affect fertility, such as sleep, diet, sports, mood and use of stimulants. The Application is where users can record data affecting their fertility (including risk factors, health condition, medical history, including family diseases and test results) and to read recommendations created by the Application's algorithm developed in cooperation with doctors on the basis of the analysis of the data, as well as to browse thematic articles presented by the Service Provider as part of the Knowledge Base.
4. These Terms of Use are made available by the Service Provider on the Mobile Application continuously and free of charge in a way that enables Users to obtain, reproduce and record their content by saving it on storage media at any time via the IT system used by the User.
5. All rights to the Mobile Application and all materials contained therein, including proprietary copyrights, intellectual property rights to its name, forms, images, logos belong to the Service Provider or entities cooperating with it, and may be used only in the manner specified in and in accordance with the Terms of Use.
6. You may not copy, duplicate, modify, reproduce or distribute any part of the Application, the Service or its elements without the prior written consent of the Service Provider, except as expressly permitted by applicable law and the Terms of Use. The Service Provider may take steps, including through legal proceedings, to protect its interests and those of the Users.
7. The Provider shall be entitled to include in the Application advertising content concerning the Services offered as well as goods and services of third parties. The use of such offers or services is not part of the Application and their terms are determined by the respective third parties.

8. These Terms of Use define in particular the rules for the use of the Mobile Application, types and scope of Services, conditions for provision of Services, conditions for conclusion and termination of agreements for the provision of Services and the procedure for complaints.
9. Please be informed that the use of Services provided electronically may involve a risk on the part of each user of the Internet, involving the possibility of introducing malicious software into the user's ICT system and obtaining and modifying their data by unauthorised persons. To avoid the risk of the aforementioned threats, the User should use appropriate technical means to minimise their occurrence, in particular anti-virus software.
10. The rules of providing other Services within the Mobile Application, including Paid Services, may be specified in additional regulations.

## II. DEFINITIONS

Terms used in this document have the following meanings:

**Mobile Application/Application** – software called iYoni, developed by the Service Provider and made available to the User via, among others, Google Play and App Store, intended to be installed on a Mobile Device, where Users may use the Services offered by the Service Provider;

**Mobile Device/Device** – a device which allows the use of the Application and the data transmission service, in particular a mobile phone using the Android™ or IOS operating system;

**User** – a natural person with full legal capacity who is a Consumer and has registered an Account in the Application may place a Premium Order and use the other Services provided by the Service Provider within the Application under the conditions specified in these Terms of Use and in the Application;

**Account** – a part of the Application assigned to a given User, by means of which he/she can perform certain actions indicated in the Application. The scope of actions that the User may perform and the functionalities available within the Account may vary depending on the type of Premium Access or free use of the Application selected by the User;

**Registration** – a single action which creates an Account through an interactive form available in the Application;

**Premium Access** – paid temporary access to a set of Services or functionalities within which the Registered User may perform specific actions indicated in the Premium description in the Application, in particular such as completing additional forms about health, physical activity and factors affecting fertility, displaying additional Recommendations or reports, browsing a separate part of the Knowledge Base and making a part of the data available to a person indicated by the User. The scope of the Premium Service and its duration is indicated in its description presented in the Application;

**Knowledge Base** – a space in the Application where the Service Provider publishes thematic articles related to the nature and subject matter of the Application, in particular to fertility. The content presented in the Knowledge Base does not constitute or replace medical advice;

**Recommendations** – messages displayed to the User based on data that the User completes in the Application containing information and suggestions for improving health, promoting fertility and increasing the chances of pregnancy. Recommendations are for educational and informational purposes only and do not constitute or replace medical advice;

**Order** – the User's declaration of will aiming directly at concluding the Agreement for providing the Services of Premium Access chosen by the User under the terms specified in these Terms of Use;

**Services** – services provided by the Service Provider to the Users electronically within the meaning of the Act of 18 July 2002 on Provision of Electronic Services (Dziennik Ustaw [Polish Journal of Laws] No 144, item 1204, as amended);

**Agreement** – agreement for the provision of Services, concluded between the Service Provider and the User;

**Consumer** – User who is a consumer within the meaning of Art. 22(1) of the Civil Code;

**Working days** – days from Monday to Friday excluding public holidays;

**Consumer Rights Act** – Act of 30 May 2014 on Consumer Rights (Dziennik Ustaw [Polish Journal of Laws] 2014, item 827);

**Act on Provision of Services by Electronic Means** – Act of 18 July 2002 on the Provision of Services by Electronic Means (Dziennik Ustaw [Polish Journal of Laws] 2002 No 144, item 1204, as amended);

**Civil Code** – Act of 23 April 1964 (Dziennik Ustaw [Polish Journal of Laws] 1964 No 16, item 93, as amended);

**Terms of Use** – this document.

### **III. TERMS OF USE FOR THE APPLICATION**

1. The Application may be used only under the conditions and to the extent specified in the Terms of Use.
2. Minimum technical requirements to use the Application:
  - a. Mobile Device operating system: Android 6.0 to 10.0 or iOS 14
  - b. access to e-mail

- c. an active and properly configured data transmission service provided by the telecommunications operator or a running wireless connection on the Mobile Device.
3. In order to use the Application, the User should:
  - a. download the Application from the store referred to in point a above,
  - b. read these Terms of Use and the information about the Application provided in the Application description available in the store,
  - c. install the Application on the Mobile Device by following the instructions displayed on the screen of the Mobile Device during installation.
4. To obtain access to the Application the User must declare acceptance of the content of the Terms of Use.
5. The Agreement to use the Application is concluded upon acceptance of the Terms of Use and completion of the Application installation process.
6. The Application agreement is concluded for an indefinite period. The provisions of the Terms of Use shall constitute the content of this agreement.
7. Following the conclusion of the agreement referred to in points 5 and 6 above and having read the Privacy Policy, the User will be given the opportunity to use the Application, including the various functionalities of the Application and the Services provided within the Application.
8. The User may stop using the Application at any time by deleting it from the Mobile Device in the standard manner for the version of the operating system installed on the Mobile Device.
9. In the event that the User breaches the provisions of these Terms of Use, the Service Provider, after an ineffective call to cease or remove the breaches, setting an appropriate time limit, may terminate the Application Agreement with 14 days' notice.
10. By uploading content such as descriptions, parameters and other elements to the Application within an Account, the User grants the Service Provider a gratuitous and non-exclusive licence, along with the right to grant sub-licences, to publish it on social networks, applications, widgets or other channels of the Service Provider without time and territorial limitation, e.g. in the form of print screens presenting the performance of the functionalities of the Application. Content published by the Service Provider will not contain the User's personal data and its use by the Service Provider will be for the purpose of presenting the Application;
11. All content and information available in the Application, contained in the Knowledge Base, Recommendations and provided to the User by the Service Provider as part of the performance of the Services, including in particular information and materials provided to the User in electronic form (including by e-mail or information presented in the Account) are of a general and theoretical nature. They are general, theoretical, educational and are presented within the subjective criteria selected by the Service Provider or are an expression of its subjective analysis based on current medical knowledge and recommendations of professional societies. The content referred to in the previous sentence may be prepared in accordance with individual preferences of the User and is based on information provided to the Service Provider by the User and on current scientific and medical knowledge. Therefore, the extent of this information and the degree to which it is relevant

depends on the information the User provides about their health, lifestyle, activities, etc. The provision of data and use of information by the User is voluntary and, due to the dynamic and variable nature of the data, cannot replace an individual case-by-case analysis in practice. Nor does it replace a personal or remote consultation with a specialist, in particular a doctor.

#### **IV. SERVICES**

1. The Service Provider shall provide the Users with Services on condition of payment and free of charge in accordance with the information presented in the Application and pursuant to the provisions of the Term of Use.
2. The Service Provider enables the use of the following Services through the Application:
  - a. creating and maintaining an Account in the Application free of charge,
  - b. browsing, free of charge, the content of the Application with public access status, in particular the content available in the Knowledge Base,
  - c. providing, free of charge, interactive forms to monitor the User's menstrual cycle,
  - d. providing, free of charge, interactive forms to record the User's fertility symptoms, health status and health factors that may affect fertility,
  - e. providing, free of charge, interactive forms to record the User's daily activities,
  - f. paid Services provided to Users with Premium Access.
3. The provision of services agreement covers the following services:
  - a. The service consisting in creating and maintaining an Account is concluded for an indefinite period and terminates at the moment of deleting the Account by the User,
  - b. The Service consisting in browsing through the Application content with public access status, in particular Knowledge Base content, is concluded for a definite period and terminates when the Application is closed by the User,
  - c. The Service consisting in providing interactive forms for monitoring the User's menstrual cycle is concluded for a fixed period and terminates when the User Account is deleted,
  - d. The Service consisting in providing interactive forms to record the User's fertility symptoms, health status and health factors that may affect fertility, is concluded for a fixed period and terminates when the User Account is deleted,
  - e. The service consisting in providing interactive forms for recording the User's daily activities is concluded for a definite period and terminates upon deletion of the User Account,
  - f. paid Services as part of Premium Access is concluded for a definite period indicated in each case in the description of Premium Access displayed in the Application.
4. The use of the Services within the Application is possible once you have created an Account and logged in to it. A User who does not have an Account shall only be able to view the main screen of the Application and complete the Account registration form.
5. The scope of provision of the Services indicated in point 2(a-e) may be extended by paid Premium Access. For details of the paid scope of these Services, please refer to the Mobile Application.

6. The Provider is entitled to organise occasional contests and special campaigns, the conditions of which will be specified in the Mobile Application in each case. Promotions in the Application cannot be combined with each other, unless the Terms of a given promotion provide otherwise.

## **V. BROWSING CONTENT. ACCOUNT**

1. The service of maintaining an Account in the Mobile Application is available after Registration. Registration is made by completing and accepting the registration form available in the Application and by answering the questions about the basic parameters referred to in clause VI, point 2, in particular concerning the cycle.
2. Each User having an Account shall be able to view the information generally available in the Application, in particular the information contained in the Knowledge Base. The articles presented by the Service Provider within the Knowledge Base concern mainly issues related to fertility, the problems of getting pregnant and methods to increase the chances of conceiving. The information contained in the Knowledge Base is of a theoretical, illustrative and educational nature and is presented within criteria subjectively selected by the Service Provider. The use of this content by the User is voluntary and cannot replace medical advice or a personal consultation with a specialist.
3. The User may not have more than one Account assigned to one e-mail address.
4. The User must not use the Accounts of other Users and must not provide other persons with access to the Account, including disclosure of the password to the Account.
5. By registering an Account, the User declares that the data provided by them in the registration form is true and does not infringe the rights of third parties. When using the Services presented in the Application, the User shall be obliged in particular to complete the data indicated as mandatory in their Account.
6. The Account contains the User's personal data provided by them during the Registration process. In the event of any changes to the User data included in the Account, the User is obliged to immediately correct the data by themselves, using the functionalities available within the Account.

## **VI. MONITORING THE USER'S MENSTRUAL CYCLE AND RECORDING THE USER'S FERTILITY SYMPTOMS AND DAILY ACTIVITIES**

1. By registering an Account on the Application, the Service Provider enables the User to use the free Services related to the monitoring of the User's menstrual cycle and the recording of the User's fertility symptoms and daily activities.
2. After Registration, in order to configure the Account, the User is given access to the calendar in the Application (hereinafter referred to as "**Calendar**"), which records the information completed by the User in the Application, such as the day of the User's menstrual cycle, fertility symptoms or daily activities that the User has registered.
3. The User can monitor their menstrual cycle using the Calendar. Interactive forms available in the Application allow the User to complete data concerning the dates of the User's menstruation.

4. As a result of the analysis of the data entered by the User, the Application displays the User information about the predicted dates of fertile days, ovulation, the next menstrual cycle or the predicted chances of pregnancy.
5. The information displayed to the User is a prediction determined on the basis of statistics drawn up for groups of people with characteristics, in particular age, corresponding to the User. This information is not a substitute for an individual medical assessment, nor for the results of tests, in particular hormonal tests and ultrasound scans (hereinafter referred to as "**Ultrasound**").
6. Within the interactive forms available in the Application, the User has the possibility of entering data concerning fertility symptoms and registering it in the Calendar. Symptoms of fertility relate in particular to body temperature, assessment of cervical mucus, results of ovulation tests or ultrasound examinations.
7. The User can generate a report from a Calendar period of their choice containing Recommendations on the data entered. Recommendations determine, among other things, the possibility of ovulation and the chances of pregnancy during the period selected by the User.
8. The User can also enter information about their daily activities, including, but not limited to, diet, physical activity, sexual intercourse and consumption of stimulants such as alcohol and nicotine, and have this information recorded in the Calendar.
9. On the basis of the data entered, the User can generate a report from a selected period in the Calendar containing Recommendations for introducing changes in the User's daily activity, thanks to which the User will increase their chances of getting pregnant.
10. The recommendations referred to in points 7 and 9 above are based on data entered by the User and on available scientific articles and expert knowledge, and are available for a fee. For recommendations individually tailored to the User, the User should consult a specialist, in particular a doctor.

## **VII. PREMIUM ACCESS**

1. As part of the paid Premium Access service, the User gains the possibility to use additional Services or to extend the scope of Services provided in the free version of the Application.
2. Detailed information about the scope, duration and price of Premium Access is provided in the description of the Premium service in the Application. Prices are in Polish zloty and include all components including VAT and other charges.
3. The information about the possibility to order Premium Access constitutes an invitation to conclude an Agreement, within the meaning of Art. 71 of the Civil Code.
4. To place an Order, it is necessary to have an active e-mail account and an Account in the Mobile Application.
5. To order the selected Premium Access, the User, having selected the Access they are interested in, fills the fields marked as mandatory. An Order is submitted to the Service Provider by the User in electronic form and constitutes an offer to conclude the Agreement which is the subject of the

Order. An offer submitted in electronic form is binding for the User if the Service Provider sends a confirmation of acceptance of the Order for execution to the e-mail address provided by the User. Confirmation of acceptance of the Order for execution is a statement of the Service Provider's acceptance of the User's offer and upon its receipt by the User the Agreement is concluded.

6. Once the Agreement has been concluded, the Service Provider confirms its conditions by sending them to the User's e-mail address.
7. The User shall pay for Premium Access by means of an electronic payment supported by Google Play or App Store. The execution of the Order shall commence after the Service Provider has sent the User a confirmation of acceptance of the Order and after the Service Provider has received information that the payment has been made by the User.
8. Payment is made through the User's account in Google Play or App Store. The terms and methods of payment, maintenance of User account in the Google Play or App Store are governed directly by Google Play and App Store. For the handling of your account and the execution of payments, Google Play shop or App Store, respectively, are independent controllers of your personal data. The terms and conditions of Google Play and Application Stores and their privacy policies are available directly in these stores.
9. The Service Provider, through the Application, informs the User of the deadline by which the User is required to pay for the Order. In the event of non-payment by the User within the period referred to in the preceding sentence, the Service Provider may, after an ineffective request for payment setting an appropriate time limit, withdraw from the Agreement pursuant to Art. 491 of the Civil Code.
10. Provision of the Services which are the subject of the Order shall commence immediately upon receipt by the Service Provider of information from the billing agent's system that payment has been made by the User.
11. As part of the Premium Services, the User has the possibility to fill in interactive forms in the Application on issues related to, among others, the User's lifestyle, risk factors for fertility, disease burden, including those occurring in the family, partner's lifestyle, as well as those related to the results of the User's and their partner's tests.
12. The Application, on the basis of answers provided in the forms, determines the prediction of pregnancy and displays Recommendations indicating factors the elimination or application of which may increase the User's chances of getting pregnant.
13. The display of Recommendations is intended to draw attention to a possible problem, to educate Users and to increase their awareness and knowledge of fertility-related issues. Recommendations are not a diagnosis or medical advice. Their content has been developed on the basis of scientific and specialist knowledge and adapted to the answers provided by Users, but it is not a substitute for individual consultation with a specialist.
14. As part of the Premium Services, the User may provide the phone number of another person in order to share information with that person regarding data that the User has uploaded in the

Application, such as notification of fertile days or information about the User's mood. The scope of the information that can be made available is indicated in the Application.

15. The User independently selects the information she wants to make available from the information that can be made available and decides when it will be made available.
16. The information provided is communicated to the person whose telephone number the User has provided in the Application as an SMS.
17. The provision of the Information Service to the person whose telephone number the User has provided in the Application is possible only after that person has consented to receive notifications in the form of SMS.

### **VIII. RIGHTS AND OBLIGATIONS OF USERS**

1. The Consumer, within 14 days of concluding a remote agreement (including the Agreement for the provision of Services), may withdraw from it for convenience by submitting an appropriate statement to the Service Provider. The User may formulate the declaration by themselves or use the declaration template included in the Application.
2. Pursuant to the Consumer Rights Act, the Consumer's right to withdraw from the Agreement is excluded, among others, in the case of an Agreement for the provision of Services, if the Service Provider has performed the Service in full with the express consent of the Consumer, who was informed before the provision of the Service that after the Service Provider's performance they will lose the right to withdraw from the Agreement.
3. Upon receipt of the Consumer's notice of withdrawal from the Agreement, the Service Provider shall send to the Consumer's e-mail address a confirmation of receipt of the notice of withdrawal from the Agreement.
4. The User is obliged to use the Mobile Application in a manner compliant with the provisions of the law in force in the Republic of Poland, the provisions of the Terms of Use and the general principles of using the Internet.
5. The User is obliged:
  - a. to act in a manner consistent with the law, good morals and the provisions of these Terms of Use with respect to the personal rights and intellectual property rights of third parties;
  - b. to communicate factually correct data in a non-misleading manner;
  - c. to inform the Service Provider immediately of any changes in data affecting the performance of the Services;
  - d. to not use devices, software or methods that could interfere with the operation of the Application;
  - e. to not supply unlawful content.
6. The User may use the materials, information and other content presented in the Application or received as part of Requested Premium Access or other Services only for her own personal use in accordance with the Terms of Use for the duration of the Service Agreement. In particular, it is

- forbidden to disseminate this content to the public in whole or in part or to compile it, to use it for commercial purposes, to translate, to adapt or to make any other changes.
7. The Service Provider does not agree to use the resources and functionalities of the Application for the purpose of perform activities by the User that would harm the interests of the Service Provider.
  8. The User may not perform activities aimed at overloading the inboxes of other Users or the Service Provider, and in particular it is not permitted to send advertising messages.
  9. It is forbidden for the Users to present and send, through the forms available in the Application or elsewhere in the Application, information that contains content prohibited by law, violates the principles of morality, or constitutes an act of unfair competition. Content presented and/or transmitted by Users may not, in particular:
    - a. violate human dignity;
    - b. contain discriminatory content on grounds of race, gender or nationality;
    - c. contain pornographic content;
    - d. hurt religious or political beliefs;
    - e. encourage infringement or violation of the law;
    - f. contain content that violates any law, including but not limited to copyright or other intellectual property rights, or encourages copyright infringement, including by providing content that may infringe copyright or other intellectual property rights.
  10. The Service Provider has the right to suspend the provision of Services, as well as to terminate the Agreement for the provision of Services (including Services provided under Premium Access), after a prior ineffective call to the User to cease breaches, in the following cases:
    - a. the Service Provider suspects that the User is in breach of the Terms of Use, applicable laws or principles of morality;
    - b. if the User's actions or omissions adversely affect the Service Provider's good name or otherwise harm the Service Provider;
    - c. in the event that the Service Provider receives a complaint about the User's activities or in any other case when the Service Provider has doubts as to the conformity of the User's activities with the nature of the Application, the law and the principles of social coexistence.
  11. In the event of termination of the Paid Agreement in the manner referred to in the point above, the payment made by the User shall be refunded in an amount proportional to the unused period of such Service in which the Agreement is terminated.
  12. The Consumer shall have, among others, the following possibilities to make use of out-of-court complaint and claim procedures:
    - a. the Consumer is entitled to apply to the Provincial Inspector of Trade Inspection to initiate mediation proceedings for amicable settlement of the dispute between the User and the Service Provider.
    - b. the Consumer may also lodge a complaint via the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>.

Information on how to access the above procedures for the settlement of disputes can be found at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl) under "Settlement of consumer disputes" [Rozstrzygnięcie sporów konsumenckich].

## **IX. LICENCE**

1. Upon conclusion of the Service Agreement, the Service Provider grants the User a licence to use the Application. The licence is non-exclusive, non-transferable and territorially unlimited. The licence to use the Application is free of charge.
2. The licence is granted for an indefinite period, but for no longer than the duration of the Application and Application Services Agreement.
3. The licence authorises the use of the Application on the User's Mobile Devices without the right to grant sub-licences, in the following fields of exploitation:
  - a. entering the memory (including RAM) of the Mobile Device,
  - b. recording data in the memory of a Mobile Device and displaying it on that Mobile Device, temporary reproduction in the memory of a Mobile Device, necessary for the use of the Application,
  - c. adjusting the Application in a way necessary for it to be used via a Mobile Device (hardware and software configuration).
4. Violation of the licence conditions by the User entitles the Service Provider to terminate the Agreement.

## **X. COMPLAINTS CONCERNING THE PROVISION OF SERVICES BY ELECTRONIC MEANS**

1. The User may make complaints about the Services provided within the Application, in particular about their non-performance or inadequate performance.
2. Complaints may be submitted in writing to the address LIFE BITE KATARZYNA GOCH, ul. Prof. Aleksandra Martyniaka 16/1, 10-763 Olsztyn or at the e-mail address: [contact@iyoni.app](mailto:contact@iyoni.app).
3. In the complaint form, the User should provide their name and surname, correspondence address, type and description of the problem.
4. The Service Provider undertakes to consider each complaint within 30 days, and if this is not possible, to inform the User within this period when the complaint will be considered. In the case of defects in the complaint, the Service Provider will call the User to complete it to the extent necessary within 7 days from the date of receipt of the call by the User

## **XI. PERSONAL DATA PROTECTION**

The Service Provider collects and processes the personal data provided by Users in accordance with the applicable legislation and the Privacy Policy available in the Application.

## **XII. FINAL PROVISIONS**

1. The Terms of Use are available in Polish.
2. No part of these Terms of Use may be reproduced or published without the written consent of the Service Provider.
3. Unless otherwise stipulated by mandatory provisions of law, the governing law for the resolution of all disputes arising under these Terms of Use shall be Polish law. Any disputes arising under these Terms of Use where the other party is not a Consumer shall be resolved before a common court with jurisdiction over the Service Provider's registered office.
4. The content of these Terms and Conditions is subject to change. Any changes will be notified to each User who is a Consumer through information in the Application, including a summary of the changes and their effective date. Consumers with an Account shall additionally be informed of the changes and a summary thereof at the e-mail address provided by them. The date of entry into force of the amendments will not be less than 14 days from the date of their publication. If a Consumer who has an Account does not accept the new content of Terms of Use, they are obliged to inform the Service Provider about this fact in an e-mail message to the address indicated in point I of the Terms of Use within 14 days of the date of notification of the change to the Terms of Use. Failure to accept this shall result in termination of the Account Service Agreement and the User shall delete the Application from their Device.
5. The Service Provider may also present the changes to the Terms of Use to Users who have an Account for review and acceptance when logging into the User Account. If the User does not accept the amendment of the Terms of Use, the Agreements for the provision of Services in the Application shall be terminated (which is equivalent to revocation of access to the Application functionalities) upon the expiry of 14 days from such refusal of acceptance, unless the User has given their acceptance within this period.
6. In the situation referred to in point 5 above, the amended provisions of the Terms of Use shall apply from the date of their acceptance.