

iYoni MOBILE APPLICATION TERMS AND CONDITIONS

effective from 09.01.2024

I. GENERAL PROVISIONS

1. These Terms and Conditions define the general terms and conditions of use of the mobile application named iYoni, available for use on mobile devices (hereinafter referred to as the "**Application**" or "**Mobile Application**") by **LIFEBITE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** located in Olsztyn, at Prof. Aleksandra Martyniaka Street 16/1, 10-763 Olsztyn, registered by the District Court in Olsztyn, VIII Economic Division of the National Court Register, KRS 0001079294; Tax Identification Number (NIP) 7393994164, National Business Registry Number (REGON) 527412861, with a share capital of 51,000.00 PLN, hereinafter referred to as the "**Service Provider**".
2. Contact with the Service Provider is available via email sent to the address: contact@iyoni.app.
3. The Application supports monitoring the health of women and men, particularly in terms of efforts to conceive, fertility support, contraception, and information about the menstrual cycle. Users can decide on the application mode and their goal: trying to conceive, preventing pregnancy, pregnancy monitoring, and monitoring of the cycle and health. This includes, among other things, monitoring the regularity of the menstrual cycle and predicting fertile days, controlling the regularity of taking medication (including contraceptive pills), registering factors conditioning the possibility of conception such as intercourse, body temperature measurement, results of ovulation tests, health symptoms of the body, results of ultrasound examinations, hormonal tests, and semen analysis. Users can also register and report activities affecting fertility such as sleep, diet, sports, substance use, and mood. The Application is a place where Users can save data affecting their health and fertility (including risk factors, health status, medical history, family history, and test results) and access recommendations generated by the Application's algorithm, developed in collaboration with doctors based on the analysis of this data, as well as review thematic articles presented by the Service Provider as part of the Knowledge Base. The Application also has a feature for Couples, allowing for connecting the application with the partner's application, sharing data about the cycle, fertility, contraception, mood, and calendar events, as well as sharing additional information about needs, including those related to intimacy, and sending messages in the chat.
4. The Terms and Conditions are continuously and free of charge made available by the Service Provider in the Mobile Application, in a manner enabling Users to acquire, reproduce, and preserve its content by saving it to a medium at any time using the information system used by the User.

5. All rights to the Mobile Application and all materials contained therein, including copyright and intellectual property rights to its name, forms, photos, logos, belong to the Service Provider or entities cooperating with it, and their use may only occur in a manner specified and consistent with the Terms and Conditions.
6. Copying, duplicating, modifying, multiplying, or distributing any part of the Application, Service, or its elements without the prior written consent of the Service Provider is prohibited, except in cases explicitly permitted by applicable law and the iYoni Mobile Application Terms and Conditions. The Service Provider may take steps, including legal proceedings, to protect its and Users' interests.
7. The Service Provider has the right to post advertising and informational content in the Application regarding the offered Services, as well as goods and services of third parties. Use of such offers or services is not part of the Application, and their terms are defined by the respective third parties.
8. These Terms and Conditions specifically define the rules for using the Mobile Application, the types and scope of Services, terms of service provision, terms of concluding and terminating service agreements, and the complaint procedure.
9. The Service Provider informs that the use of Services provided electronically may be associated with a risk on the part of every Internet user, consisting of the possibility of introducing harmful software into the user's ICT system and obtaining and modifying their data by unauthorized persons. To avoid the risk of the aforementioned threats, the User should use appropriate technical measures that will minimize their occurrence, including antivirus programs.
10. The rules for providing other Services within the Mobile Application, including paid Services, may be defined by additional regulations.

II. DEFINITIONS

Terms used in this document have the following meanings:

Mobile Application/Application – software named iYoni, created by the Service Provider and made available to the User via, among others, Google Play and App Store, intended for installation on a Mobile Device, within which Users can use Services offered by the Service Provider;

Mobile Device/Device – a device allowing the use of the Application and data transmission services, in particular a mobile phone, operating based on the Android™ or IOS operating systems;

User – a natural person with full legal capacity, being a Consumer, who has registered an Account in the Application, may place a PRO Order, and use other Services provided by the Service Provider within the Application under the terms indicated in these Terms and Conditions and the Application;

Account – a part of the Application assigned to a given User, through which they can perform specific actions indicated in the Application. The scope of actions that the User can perform and the functionalities available within the Account may vary depending on the type of PRO Access or free use of the Application chosen by the User;

Registration – a one-time activity consisting of creating an Account through an interactive form made available in the Application;

PRO Access – paid, temporary access to a set of Services or functionalities, within which the registered User can perform specific actions indicated in the PRO description in the Application, in particular such as completing additional health surveys, activities, and factors affecting health or fertility, viewing additional Recommendations or reports, browsing a separate part of the Knowledge Base, and sharing part of the data with a person indicated by the User as part of the iYoni for Couples function. The scope of the PRO Service and the duration of its validity are 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 regarding fertility. The content presented in the Knowledge Base does not constitute and does not replace medical advice;

Recommendations – messages displayed to the User based on the data they fill in the Application, containing information and suggestions regarding health improvement, fertility support, contraception use, increasing the chances of pregnancy, and pregnancy management. Recommendations are for educational and informational purposes only and do not constitute and do not replace medical advice;

Order – a User's declaration of intent aimed directly at concluding a Service Agreement selected by the User on the terms indicated in these Terms and Conditions;

Services – services provided by the Service Provider to Users electronically within the meaning of the provisions of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);

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

Consumer – a User being a consumer within the meaning of Article 22[1] of the Civil Code;

Business Days – days from Monday to Friday, excluding statutory holidays;

Act on Consumer Rights – Act of 30 May 2014 on consumer rights (Journal of Laws 2014, item 827);

Act on the provision of electronic services – Act of 18 July 2002 on the provision of electronic services (Journal of Laws 2002 No. 144, item 1204, as amended);

Civil Code – Act of 23 April 1964 (Journal of Laws 1964 No. 16, item 93, as amended);

iYoni Mobile Application Terms and Conditions – this document.

III. USAGE RULES OF THE APP

1. Usage of the App is strictly governed by the terms and conditions outlined in these regulations.
2. Minimum technical requirements for using the App:
 - a. mobile device operating system: Android versions 6.0 to the current 10.0 or iOS 14. Access to email;
 - b. active and correctly configured mobile data service provided by a telecom operator or activated Wi-Fi connection.
3. To use the App, the User should:
 - a. download the App from the store as mentioned in point 2a;
 - b. familiarize themselves with these regulations and information about the App provided in the description in the store where the App can be downloaded;
 - c. install the App on a mobile device, following the instructions displayed on the device's screen during installation.
4. The process of gaining access to the App includes the User's acceptance of these regulations.
5. An agreement to use the App is concluded upon acceptance of these regulations and the completion of the App's installation process.
6. The agreement to use the App is open-ended. The provisions of these regulations constitute the content of this agreement.
7. Upon concluding the agreement as mentioned in points 5 and 6 above and familiarizing themselves with the privacy policy, the User gains access to the App, including its individual functionalities and services provided within the App.
8. Users can cease using the App at any time by deleting it from their mobile device in the manner standard for the operating system installed on the device.
9. In case of violation of these regulations by the User, the Service Provider, after a prior ineffective call to cease or remove the violations with an appropriate deadline set, may terminate the agreement to use the App with a 14-day notice period.
10. By posting content in the App, within their Account, such as descriptions, parameters, and other elements, the User grants the Service Provider a free and non-exclusive license with the right to sublicense to publish them on social networks, applications, widgets, or other Service Provider channels without time and territorial limits, e.g., in

the form of screenshots showing the App's functionalities. The content published by the Service Provider will not include the User's personal data, and its use by the Service Provider will aim to present the App.

11. All content and information available in the App, included in the Knowledge Base, Recommendations, and conveyed to the User by the Service Provider in the provision of services, particularly information and materials transmitted to the User electronically (including via email, or information presented in the Account), are general, general, viewable, theoretical, educational, and are presented within the criteria subjectively selected by the Service Provider or represent his subjective analysis based on current medical knowledge and recommendations of professional societies. The content mentioned in the previous sentence may be prepared according to the User's individual preferences and is based on information provided to the Service Provider by the User and current scientific and medical knowledge. As a result, the scope of this information and the degree of its accuracy depend on the information provided by the User about their health, lifestyle, activities, etc. Providing data and using information by the User is voluntary, and due to the dynamic and changeable nature of the data, it cannot replace individual case analysis in practice. It also does not replace personal or remote consultation with a specialist, particularly a doctor.

IV. SERVICES

1. The Service Provider offers both paid and free services, as detailed in the App and these regulations.
2. The App provides various services, including:
 - a. free account setup and management;
 - b. free access to publicly available content, particularly in the Knowledge Base;
 - c. free interactive forms for monitoring menstrual cycles, symptoms, and lifestyle activities;
 - d. free forms for recording fertility symptoms, health status, and health factors affecting health and fertility;
 - e. free forms for logging daily activities;
 - f. paid services for users with PRO Access.
3. Service Agreement:
 - a. The Service for creating and managing an Account is concluded for an indefinite period and is terminated by the User's independent deletion of the Account.
 - b. The Service for browsing content of the Application with public status, especially content available within the Knowledge Base, is concluded for a specified period and is terminated upon the closure of the Application by the User.

- c. The Service for providing interactive forms for monitoring the User's menstrual cycle or contraception is concluded for a specified period and is terminated upon the deletion of the User's Account.
 - d. The Service for providing interactive forms for recording fertility symptoms, the User's health status, and health factors that may affect fertility, contraception, or pregnancy is concluded for a specified period and is terminated upon the deletion of the User's Account.
 - e. The Service for providing interactive forms for recording the User's daily activities is concluded for a specified period and is terminated upon the deletion of the User's Account.
 - f. Paid Services under the PRO Access are concluded for a specified period as indicated each time in the description of the PRO Access presented in the Application.
4. The use of Services within the Application is possible after creating an Account and logging into it. Users who do not have an Account can only browse the Application's main screen and complete the Account registration form.
5. The scope of Services specified in point 2 lit a-e may be expanded within the paid PRO Access. Detailed information about the paid scope of providing these Services is available in the mobile Application.
6. The Service Provider has the right to organize occasional contests and special promotions (including in cooperation with Partners), the conditions of which will be provided in the mobile Application each time. Promotions in the Application cannot be combined unless the regulations of a specific promotion state otherwise.

V. CONTENT BROWSING, ACCOUNT

1. The account management service in the mobile app is available after registration. Registration is done by filling out and accepting the registration form provided in the Application and answering questions about basic parameters as mentioned in point VI lit. 2, especially those related to the cycle.
2. Each user with an account can view publicly available information in the app, particularly in the Knowledge Base. This information is primarily related to health, prevention, fertility, contraception, pregnancy challenges, and methods to increase conception chances. It's theoretical, opinionated, educational, and based on criteria subjectively chosen by the Service Provider. It's voluntary to use and not a substitute for medical advice or consultation.
3. Users can't have more than one account per email address (though linking two email accounts to one app account is possible).
4. Users must not use others' accounts or share access to their accounts, including passwords.
5. By registering an Account, the User declares that the data provided in the registration form are true and do not infringe on the rights of third parties. The User, as part of using the Services presented in the Application, is obliged in particular to complete the data indicated in their Account as mandatory.
6. The Account contains the User's personal data provided by them during Registration. In the event of any changes to the User's data stored in the Account, the User is

obliged to promptly update the data themselves, using the functionalities available within the Account.

VI. MONITORING USER'S MENSTRUAL CYCLE, RECORDING FERTILITY SYMPTOMS, AND DAILY ACTIVITIES

1. By registering an Account in the Application, the Service Provider allows the User to use free Services related to monitoring their health, menstrual cycle, contraception, or pregnancy (depending on the User's chosen purpose), as well as recording health symptoms, fertility symptoms, and daily activities.
2. After Registration, in order to configure the Account, the User gains access to the calendar in the Application (hereinafter referred to as the "**Calendar**"), where the User can enter data such as the day of the User's menstrual cycle, medications taken, data from a particular day, fertility symptoms, or daily activities recorded by the User.
3. The User has the ability to monitor their menstrual cycle using the Calendar. Interactive forms available in the Application allow the User to enter data regarding the dates of their menstrual cycle.
4. As a result of the analysis of data entered by the User, the Application displays information to the User 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 represents predictions based on statistics compiled for groups of individuals with characteristics, especially age, similar to the User. This information will not replace individual medical assessment or the results of tests, especially hormonal and ultrasonography (hereinafter referred to as "**USG**").
6. Within the interactive forms available in the Application, the User has the ability to enter data regarding bodily symptoms and fertility symptoms and record them in the Calendar. Fertility symptoms include, in particular, body temperature, cervical mucus assessment, results of ovulation tests, or USG scans.
7. The User can generate a report from a selected period of the Calendar containing recommendations regarding the entered data or a summary of the data (Fertility Report). Recommendations include, among other things, the possibility of ovulation and the chances of pregnancy during the selected period, as well as information on possible actions in case of suspected health issues.
8. The User also has the ability to enter information about their daily activities, including diet, physical activity, sexual intercourse, or the consumption of substances such as alcohol and nicotine, and record this data in the Calendar.
9. Based on the entered data, the User can generate a report from a selected period in the Calendar containing recommendations for making changes to the User's daily activities, which can increase the User's chances of maintaining their health or getting pregnant.
10. The recommendations mentioned in points 7 and 9 above are prepared based on data entered by the User and on available scientific articles and expert knowledge and are available as a paid option. In order to obtain recommendations individually tailored to the User, the User should seek advice from a specialist, especially a doctor.

VII. PRO ACCESS

1. As part of the paid PRO Access service, the User gains the ability to use additional Services or to extend the range of Services provided in the Application for free.
2. Detailed information about the scope, duration, and price of PRO is given in the PRO service description in the Application. Prices are given in Polish zlotys/euros/dollars, including all components including VAT and other fees.
3. Information about the possibility of ordering PRO Access constitutes an invitation to enter into a Contract, as defined in Article 71 of the Civil Code.
4. A condition for placing an Order is having an active email account and an Account in the mobile Application and the application store (Google Play/App Store).
5. To order the selected PRO Access, the User, after choosing the Access they are interested in, fills out the fields of the Order form marked as mandatory in the application store (Google Play/App Store), which is the payment party. The Order is placed with the Service Provider by the User in electronic form and constitutes an offer to conclude a Contract that is the subject of the Order. An offer made electronically is binding on the User if the payment-accepting store sends a confirmation of acceptance of the Order for processing to the email address provided by the User. The confirmation of acceptance of the Order for processing constitutes the Service Provider's statement of acceptance of the User's offer and at the moment of its receipt by the User, the Contract is concluded.
6. After the conclusion of the Contract, the application store confirms its terms by sending them to the User's email address.
7. The User makes payment for PRO Access using electronic payment serviced by Google Play or App Store. The execution of the Order will begin after the Service Provider sends the User a confirmation of acceptance of the Order and after the Service Provider receives information about the User's payment.
8. The payment is made via the User's account in the Google Play or App Store. The conditions and methods of payment, and the management of the User's account in the Google Play or App Store, are directly regulated by the Google Play and App Store respectively. In terms of account management and payment execution, the Google Play or App Store respectively are independent personal data administrators. The terms and conditions of the Google Play and App Store and the privacy policies of these stores are available directly in these stores.
9. The Service Provider, via the Application, informs the User of the deadline by which they are obligated to make payment for the Order. In the event of the User's failure to make payment by the deadline referred to in the previous sentence, the Service Provider, after a previous ineffective call for payment with an appropriate deadline set, may withdraw from the Contract under Article 491 of the Civil Code.
10. The provision of Services that are the subject of the Order will begin immediately after the Service Provider receives information from the settlement agent's system about the User's payment.
11. As part of the PRO Services, the User has access to additional reports and the possibility of filling out interactive surveys in the Application on topics related to, among other things, their lifestyle, health risk factors and fertility, disease burden including those in the family, partner's lifestyle, as well as related to the results of the User's and their partner's medical examinations.

12. The Application, based on the data entered and the responses given in the surveys, determines health recommendations, pregnancy predictions (goal: trying for a pregnancy), and displays Recommendations indicating factors whose elimination or application may increase the User's chances of maintaining health and/or becoming pregnant.
13. Displaying Recommendations aims to draw attention to potential problems, educate Users, and increase their awareness and knowledge in the fields of health, contraception, fertility, and infertility. Recommendations are not a diagnosis or medical advice. Their content has been developed based on scientific, specialist knowledge and adapted to the responses provided by the Users, however, they do not replace individual consultations with a specialist.
14. As part of the PRO Services, the User can connect their application with partner's application and share data about their cycle, contraception, fertility, pregnancy, mood, calendar events, and needs related to the intimate area. The scope of information possible to share is indicated in the Application. After connecting the applications, it is also possible to use a shared chat and a closeness barometer.
15. The User independently chooses the information they want to share among the information possible to share and also decides on the timing of its sharing.
16. The shared information is transmitted to the person whose application has been connected with the User's application.
17. The provision of the Service of connecting the application with another person's application is possible only after that person consents to such an action and after they download, install, and create an account in iYoni.

VIII. RIGHTS AND OBLIGATIONS OF USERS

1. A Consumer, within 14 days from the conclusion of a distance contract (including the Service Provision Contract), may withdraw from it without stating a reason by submitting an appropriate declaration to the Service Provider. The User may formulate the declaration on their own or use the template provided in the Application.
2. In accordance with the Consumer Rights Act, the right to withdraw from the Contract by the Consumer is excluded in cases including the Service Provision Contract if the Service Provider has fully performed the service with the express consent of the Consumer, who was informed before the commencement of the service that after the performance of the service by the Service Provider, they will lose the right to withdraw from the Contract.
3. Upon receiving the declaration of withdrawal from the Contract by the Consumer, the Service Provider shall send a confirmation of receipt of the declaration of withdrawal from the Contract to the Consumer's email address.
4. The User is obliged to use the Mobile Application in a manner consistent with the laws applicable in the territory of the Republic of Poland, the provisions of these Terms and Conditions, and the general rules of using the Internet.
5. The User is obligated to:

- a. act in accordance with the law, good manners, and the provisions of these Terms and Conditions, bearing in mind the respect for personal rights and intellectual property rights of third parties;
 - b. provide data consistent with the actual state of affairs in a way that does not mislead;
 - c. promptly inform the Service Provider of any changes in data that affect the provision of Services;
 - d. not use devices, software, and methods that could interfere with the functioning of the Application;
 - e. not provide content of an unlawful nature.
6. The User may use the materials, information, and other content presented in the Application or received as part of the Ordered PRO Access or other Services only for their own personal use in accordance with the Terms and Conditions for the duration of the Service Provision Contract. In particular, it is forbidden to publicly disseminate this content in whole or in part or its works, use it for commercial purposes, translate, adapt, or make any other changes.
7. The Service Provider does not consent to the use of resources and functions of the Application for the purpose of conducting by the User activities that would violate the interest of the Service Provider.
8. The User may not undertake actions aimed at overloading the inboxes of other Users or the Service Provider, and in particular, sending advertising messages is not permissible.
9. It is forbidden for Users to present and transmit through forms available in the Application or in any other place in the Application, information that contains content prohibited by law, violating the rules of good manners, or constituting acts of unfair competition. Contents presented and/or transmitted by Users must not in particular:
 - a. violate human dignity;
 - b. contain discriminatory content based on race, gender, or nationality;
 - c. contain pornographic content;
 - d. offend religious or political beliefs;
 - e. encourage violation or breaking of the law;
 - f. contain content that violates the law, in particular copyright or other intellectual property rights, or encourage the violation of copyrights, including by sharing content that may serve to violate copyrights or other intellectual property rights.
10. The Service Provider has the right to suspend the provision of Services, as well as to terminate the Service Provision Contract (including Services provided as part of PRO Access), after a previous ineffective call for the User to cease violations, in the following cases:
 - a. upon suspicion by the Service Provider that the User violates the Terms and Conditions, applicable legal provisions or the rules of good manners;

- b. when the actions or omissions of the User negatively affect the good name of the Service Provider or otherwise harm the Service Provider;
 - c. in the event of the Service Provider receiving a complaint about the activity of a given User or in another case of doubts raised by the Service Provider as to the compliance of the User's actions with the specificity of the Application, the law, and the principles of social coexistence.
11. In the event of termination of a paid Contract in the manner referred to above, the payment made by the User shall be refunded in an amount proportional to the unused period of such Service, during which the Contract was terminated.
12. The Consumer has, among other things, the following possibilities to use out-of-court methods of dealing with complaints and pursuing claims:
- a. is entitled to apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings concerning the amicable settlement of a dispute between the User and the Service Provider.
 - b. can also submit a complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.

Information on how to access the above mode and procedures for resolving disputes can be found at the following address: www.uokik.gov.pl under the "Consumer dispute resolution" tab. Terms and Conditions of the iYoni Mobile Application.

IX. LICENSE

1. Upon conclusion of the Service Provision Contract, the Service Provider grants the User a license to use the Application. The license is non-exclusive, non-transferable, and not limited territorially. The license for the use of the Application is free of charge.
2. The license is granted for an indefinite period, but not longer than the duration of the Contract for the use of the Application and Application Services.
3. The license authorizes the use of the Application on the User's mobile Devices without the right to grant sublicenses, in the following fields of exploitation:
 - a. introduction to the memory (including RAM) of the mobile Device,
 - b. fixation in the memory of the mobile Device and display in this mobile Device, temporary multiplication in the memory of the mobile Device, necessary for the use of the Application,
 - c. adaptation of the Application necessary for its use via the mobile Device (hardware and software configuration).
4. Violation of the license terms by the User entitles the Service Provider to terminate the Contract.

X. COMPLAINTS REGARDING THE PROVISION OF ELECTRONIC SERVICES

1. The User may submit complaints concerning the Services provided within the Application, particularly their non-performance or improper performance.
2. Complaints can be submitted in writing to the address LIFE BITE SP. Z O.O., ul. Prof. Aleksandra Martyniaka 16 lok. 1, 10-763 Olsztyn or to the email address: contact@iyoni.app.
3. In the complaint, the User should provide their first and last name, address for correspondence, type, and description of the problem that occurred.
4. The Service Provider commits 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 case of deficiencies in the complaint, the Service Provider will call the User to complete it to the necessary extent within 7 days from the date the User receives the call.

XI. PERSONAL DATA PROTECTION

The personal data provided by Users are collected and processed by the Service Provider in accordance with applicable legal regulations and in accordance with the Privacy Policy available in the Application.

XII. FINAL PROVISIONS

1. The Terms and Conditions are available in the language in which the application is installed.
2. Reproducing or publishing these Terms and Conditions or any part thereof without the written consent of the Service Provider is prohibited.
3. Unless the absolutely binding legal provisions state otherwise, Polish law shall be the applicable law for resolving any disputes arising under these Terms and Conditions. Any disputes arising under these Terms and Conditions, in cases where the other party is not a Consumer, shall be settled by the court of general jurisdiction competent for the seat of the Service Provider.
4. The content of these Terms and Conditions may be subject to change. All changes will be communicated to each User who is a Consumer through information in the Application, containing a summary of the changes and the date they come into effect. Consumers with an Account will additionally be informed about the changes along with their summary at the email address provided by them. The effective date of the changes will not be less than 14 days from the date of their announcement. In case a Consumer with an Account does not accept the new content of the Terms and Conditions, they must notify the Service Provider of this fact by email to the address indicated in section I of the Terms and Conditions within 14 days from the date of being informed about the change of the Terms and Conditions. Non-acceptance will result in the termination of the Service Provision Contract for managing the Account, and the User should remove the Application from their Device.
5. The Service Provider may also present changes to the Terms and Conditions to Users with an Account for review and acceptance when logging into the User's Account. If the User does not accept the change of the Terms and Conditions, the Service

Provision Contracts in the Application are terminated (which is equivalent to the withdrawal of access to the functionalities of the Application) upon the expiry of 14 days from the refusal of acceptance unless the User accepts them during this time.

6. In the situation referred to in point 5 above, the amended provisions of the Terms and Conditions bind the User from the day of their acceptance.