

# TERMS AND CONDITIONS OF THE IYONI.APP WEBSITE

## I. GENERAL PROVISIONS

1. These Terms and Conditions set forth the general terms, conditions, and manner of providing Services electronically, through the iyonl.app website (hereinafter referred to as the "**Website**" or , "**Service**") by LIFE BITE spółka z ograniczoną odpowiedzialnością (formerly: LIFE BITE Katarzyna Goch) with its registered office in Olsztyn, at the address: ul. prof. Aleksandra Martyniaka 16 /1, 10-763 Olsztyn, registered by the District Court in Olsztyn, VIII Economic Department of the National Court Register, under KRS no.: 0001079294, NIP: 7393994164, REGON: 527412861, with share capital of: PLN 51,000.00, **hereinafter** referred to as , "**Service Provider**".
2. The Website, in particular, has an informative character. As part of the Website, the Service Provider provides information related to the subject matter of the Service Provider's business and presents opportunities for establishing cooperation along with the scope of services offered.
3. Contact with the Service Provider is made through
  - a. email: contact@iyoni.app;
  - b. phone: +48 696 706 587
4. These Terms and Conditions are made continuously and freely available by the Service Provider on the iyonl.app website in a manner that allows Users to obtain, reproduce and record their content by printing or saving on a medium at any time through the computer system used by the User.
5. All rights to the Website, including property copyrights, intellectual property rights to its name, Internet domain, Website, as well as to the forms, logos, belong to the Service Provider, and use may only be made in the manner specified and in accordance with the Regulations.
6. The Service Provider informs that the use of services provided electronically may involve risks on the part of each Internet user, consisting of the possibility of introducing harmful software into the User's ICT system and obtaining and modifying his/her data by unauthorized persons. To avoid the risk of the aforementioned threats, the User should use appropriate technical measures to minimize their occurrence, in particular, antivirus programs and firewall.
7. The Service Provider has designated a single point of contact for contacting Users, the authorities of the European Union member states, the European Union Commission and the Digital Services Board referred to in the DSA Regulation. Communication at the point is carried out at the e-mail address indicated in subsection 3 above, in Polish and English.

## II. DEFINITIONS

Terms used in this document have the following meanings:

**Application** - software under the name of iyon, with which the Service Provider cooperates, to which the User can be redirected via the Website;

**Knowledge base** - a subpage of the Site, where the Service Provider publishes thematic articles related to the nature of the Site and its business;

**DSA Regulation** - Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the single market for digital services and amending Directive 2000/31/EC (Digital Services Act);

**Website/Service** - an Internet service available in the domain iyon.app, owned and administered by the Service Provider, where Users can, in particular, use the Services provided electronically and view the content of the Website;

**User** - a natural person with full legal capacity, a natural person conducting business, a legal person or an organizational unit without legal personality that can use the Services available on the Site;

**Services** - services provided by the Service Provider to the Site Users electronically;

**Agreement** - a contract for the provision of Site Services, concluded between the User and the Service Provider, under the terms of the

indicated in these Regulations;

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

**Consumer** - a User who is a consumer within the meaning of Article 22[1] of the Civil Code;

**Regulations** - this document;

**Law on Consumer Rights** - Law of May 30, 2014 on Consumer Rights (Journal of Laws 2014, No. 827); **Law on**

**Provision of Electronic Services** - Law of July 18, 2002 on Provision of Electronic Services (Journal of Laws No. 144, Item 1204, as amended).

### III. TERMS OF USE

1. The Service Provider on the Site allows Users to use the Services it provides and to view the information available on the Site.
2. Use of the Service may be made only on the terms and to the extent indicated in the Regulations.
3. Minimum technical requirements to use the Site and Services:
  - a. device with Internet access;
  - b. email access;
  - c. The latest version of your web browser with Cookies and Java Script enabled;
  - d. PDF reader program.
4. It is forbidden for Users to use the Site or Services in a manner that violates the law, morality, personal rights of third parties or the legitimate interests of the Service Provider.

#### **IV. USER RIGHTS AND OBLIGATIONS**

1. The user is obliged to:
  - a. Use of the Website in a manner consistent with the law, good morals, as well as the provisions of the Terms of Service, with due regard to respect for the personal rights and intellectual property rights of third parties;
  - b. not to use devices, software or methods that may interfere with the operation of the Service;
  - c. Non-delivery of unlawful content;
  - d. not to introduce content on the Website that is not related to its subject matter, including, in particular, content of an advertising or marketing nature,
  - e. enter their data, including contact information only in places for this purpose designated and so marked on the Service.
2. The User may not carry out activities aimed at overloading the Service Provider's inboxes and other inboxes, and in particular it is not allowed to send advertising messages.
3. The Consumer, within 14 days from the conclusion of the Contract concluded at a distance (including the contract for the provision of Services), may withdraw from it without giving any reason by submitting an appropriate statement to the Service Provider. The User may formulate the statement himself or use the statement, the template of which can be found on the Site.
4. According to the Law on Consumer Rights, the right of withdrawal by the Consumer is excluded, among other things, in the case of an Agreement for the provision of services for which the Consumer is obliged to pay the price, if the Seller has fully performed the service with the express and prior consent of the Consumer, who was informed before the start of the service, that after the performance by the entrepreneur will lose the right to withdraw from the contract, and has accepted this.
5. The consumer's right to withdraw from the Agreement is also excluded in other cases, which are indicated in Article 38 of the Law on Consumer Rights.

#### **V. SERVICES**

1. Provision of the Services shall be made in accordance with the terms and conditions set forth herein.
2. Services provided by the Service Provider to Users are free of charge, according to the information presented in the Service and provided under the terms and conditions indicated in these Regulations.
3. The Service Provider allows through the Service:
  - a. Viewing information posted on the Website, including within the Knowledge Base;
  - b. Redirect the User to the Service Provider's profile on Social Media;
  - c. redirect the user to external services that allow downloading Applications.

4. The pages of the Service present information and other content consistent with the subject matter and characteristics of the Service. Each Service User may browse the content presented on the Service free of charge, including the content presented within the Knowledge Base, using the functionalities available on the Service.
5. The contract for the provision of the Service, which consists in viewing information posted on the Website, is concluded for a definite period of time and is terminated when the User closes the Website.
6. The User through the Service may be redirected to the Service Provider's social media profiles. The contract for the redirection Service is concluded for a definite period of time and is terminated when the user presses the icon of a particular social media site and is redirected to the selected social media site.
7. The User via the Site may be redirected to external sites that allow downloading the Application. The Agreement for the provision of the Service of redirection to external sites that allow downloading the Application is concluded for a definite period of time and is terminated when the User uses the dedicated button.

## **VI. COMPLAINTS REGARDING THE PROVISION OF ELECTRONIC SERVICES**

1. The User may report complaints to the Service Provider in connection with the functioning of the Site and use of the Services. Complaints may be submitted in writing to: LIFE BITE spółka z ograniczoną odpowiedzialnością (formerly: LIFE BITE Katarzyna Goch), Prof. Aleksandra Martyniaka 16 lok. 1, 10-763 Olsztyn or to the e-mail address: [contact@iyoni.app](mailto:contact@iyoni.app).
2. In the complaint, the User should provide his name, mailing address, type and description of the problem.
3. The Service Provider undertakes to consider each complaint within 14 days from the date of its receipt. In case of deficiencies in the complaint, the Service Provider will call on the User to supplement it to the necessary extent within 7 days, from the date of receipt of the call by the User.

## **VII. OUT-OF-COURT WAYS OF SETTLING COMPLAINTS AND PURSUING CLAIMS**

1. A customer who is a Consumer has, among other things, the following options for using out-of-court means of handling complaints and claims:
  - a. is entitled to apply to a permanent amicable consumer court operating at the Trade Inspection to resolve a dispute arising from the concluded Sales Agreement;
  - b. is entitled to apply to the provincial inspector of the Commercial Inspection to initiate mediation proceedings for an amicable settlement of the dispute between the Customer and the Seller;

- c. may obtain free assistance in resolving a dispute between the Customer and the Seller, also using the free assistance of a district (city) consumer ombudsman or a social organization whose statutory tasks include the protection of Consumers (such as the Consumer Federation, the Association of Polish Consumers). Advice is provided by the Federation of Consumers at the toll-free consumer hotline number 800 007 707 and by the Association of Polish Consumers at the email address [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl);
- d. file its complaint through the EU ODR online platform, available at address: <http://ec.europa.eu/consumers/odr/>.

## VIII. PERSONAL DATA PROTECTION

Personal data provided by Users may be collected and processed by the Service Provider in accordance with applicable laws and in accordance with the Privacy Policy, available on the Site.

## IX. FINAL PROVISIONS

1. The sole source of the Service Provider's obligations is these Terms and Conditions and the mandatory rules in force legislation.
2. The regulations are available in Polish.
3. Reproduction or publication of these Terms and Conditions or any part thereof without the written consent of the Service Provider is prohibited.
4. Unless otherwise provided by mandatory provisions of law, the applicable law for the resolution of all disputes arising under these Regulations shall be Polish law.
5. Settlement of potential disputes arising between the Service Provider and the User, who is a Consumer or a natural person entering into a contract directly related to his/her business activity, when the content of this contract shows that it does not have a professional character for this person, arising in particular from the subject of his/her business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity, shall be submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.
6. Unless otherwise provided by mandatory provisions of law, the applicable law for the resolution of any disputes arising under these Terms and Conditions is Polish law. Any disputes arising under these Terms and Conditions, where the other party is not a Consumer, will be resolved before a common court with jurisdiction over the Service Provider's registered office.
7. The provisions of the Civil Code, the provisions of the Act on Providing Electronic Services, the provisions of the Act on Consumer Rights and other relevant provisions of Polish law shall apply in matters not regulated by these Regulations.
8. Settlement of any disputes arising between the Service Provider and the User, who is an Entrepreneur, shall be submitted to the court having jurisdiction over the seat of the Service Provider.

9. The content of these Terms and Conditions is subject to change. Any changes will be communicated to each User who is a Consumer through information on the main page of the Website containing a summary of the changes and their effective date. The effective date of the changes will not be less than 14 days from the date of their announcement.