

## TERMS AND CONDITIONS OF USE VOCALY SERVICES

### I. GENERAL PROVISIONS

- I.1.** This terms and conditions contain the terms and conditions of the Users' use the Vocaly Services, in particular the Mobile Application and the "VOCALY" website (hereinafter: "**Terms of Use**").
- I.2.** The Service Provider is a company under the business name Vocaly Pro spółka z ograniczoną odpowiedzialnością with its registered office in Lublin (address: 20-340 Lublin, ul. Garbarska 16), entered into the register of entrepreneurs of the National Court Register kept by the District Court Lublin - Wschód in Lublin with its registered office in Świdnik, VI Commercial Division of the National Court Register under KRS number: 0000777318, holding NIP: 9462687361, statistical number (REGON): 382855837.
- I.3.** These Terms of Use govern the relationship between the User and the Service Provider with respect to the User's use the Services.
- I.4.** The User hereby represents that he/she have read, reviewed and fully accepted these Terms of Use and the Privacy Policy and that you are fully able and competent to enter into and abide by these Terms of Use and the Privacy Policy and all terms, conditions, obligations, representations and warranties set forth therein.

### II. DEFINITIONS

- II.1.** Terms used in these Terms of Use shall have the following meanings:
- II.1.1.** "**Account**" has the meaning as described in point 4.1 of this Terms of Use;
- II.1.2.** "**Additional Terms**" have the meaning as described in point 3.8 of this Terms of Use;
- II.1.3.** "**Agreement**" means the agreement for the provision of Services provided by the Service Provider through the Website and Application, entered into between the Service Provider and the User under the terms and conditions set out in the Terms of Use;
- II.1.4.** "**Application**" or "**Mobile Application**" means a mobile application used for voice training and allows the user to add a student to the vocal coach's studio, take notes during the singing lesson, create homework by selecting exercises available in the application and assigning homework to the student, track statistics (development history); the User within the application has the ability to read the exercise instructions and perform the exercise using the video or/and exercise module, as well as the ability to adjust the exercises performed to the User's voice; The application also allows: (i) search for other Users in the database of all Users by the User "coach", (ii) acoustic analysis of the voice while performing the exercise; (iii) recording and processing of the user's voice for acoustic analysis and application development and business needs;

- II.1.5. **"Payment Policy"** means the payment policy for the User's use of the paid elements of the Mobile Application, which policy is attached hereto as **Schedule No. 1** and is an integral part of the Terms of Use;
- II.1.6. **"Consumer Rights Act"** means the Polish Consumer Rights Act of May 30, 2014 (i.e., Journal of Laws of 2020, item 287);
- II.1.7. **"Copyright Law"** means the Polish Copyright and Related Rights Act of February 4, 1994 (i.e., Journal of Laws 2021, Item 1062);
- II.1.8. **"Electronic Provision of Services Act"** means the Polish Act of July 18, 2002 on the provision of electronic services (i.e. Journal of Laws of 2020, item 344);
- II.1.9. **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);
- II.1.10. **"Newsletter"** means a distribution service provided electronically by the Service Provider via e-mail, which enables all Users who use it to automatically receive from the Service Provider the periodic content of successive editions of a newsletter containing information about new developments in the Services (in particular in the Application and the Website), as well as products and services offered by the Service Provider or other third parties with whom the Service Provider cooperates.
- II.1.11. **"Service Provider"** or **"Vocaly"** means a company under the name of Vocaly Pro spółka z ograniczoną odpowiedzialnością with its registered office in Lublin (address: 20-340 Lublin, ul. Garbarska 16), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Lublin - Wschód in Lublin with its registered office in Świdnik, VI Economic Department of the National Court Register under KRS number: 0000777318, having NIP: 9462687361, statistical number (REGON): 382855837;
- II.1.12. **"Service Provider's Representatives"** – have the meaning as described in point 7.1.1 of this Terms of Use;
- II.1.13. **"Services"** means the services provided by Service Provider to you in accordance with the Terms of Use, which include: (i) the Mobile Application and any other existing applications or those to be developed or offered by Service Provider in the future; (ii) the Service; and (iii) other content, applications and functionality of any kind that are currently offered or that will be offered by Service Provider in the future;
- II.1.14. **"Terms of Use"** means these terms and conditions of use the Vocaly Services, together with any documents to which these terms and conditions refer, and any attachments, which form an integral part of these terms and conditions;
- II.1.15. **"User"** means an individual who is at least 13 years of age;
- II.1.16. **"User Content"** means any content that Users upload, publish or transmit (collectively, "Publish") to or through the Services, particularly through the Site or the Application,

including, without limitation, any text, photographs, video recordings of Users, audio recordings of Users (including works contained therein that are copyrighted by Users) and any other works that are protected by mandatory laws;

**II.1.17.** "**Website**" means Provider's website available at <https://vocalypro.com> and its subdomains.

### **III. GENERAL RULES FOR THE USE OF SERVICES**

**III.1.** The User is obliged to use the Services in a manner consistent with their intended use, with these Terms of Use and in a manner consistent with the law and morality, taking into account respect for personal rights, personal data and copyrights and intellectual property of the Service Provider, other Users and third parties.

**III.2.** The use of the Application for Users is completely voluntary and free of charge – it does not entail any financial obligations. The User has the option to purchase additional paid services, which is completely voluntary. Before using paid services (Paid Content), the User will be informed about it. The Payment Policy is attached as Schedule No. 1 to these Terms of Use.

**III.3.** The User is prohibited from providing unlawful content.

**III.4.** Technical requirements necessary for cooperation with the IT system used by the Service Provider: (1) mobile device of smartphone type with Android or iOS operating system, with fast access to the Internet, (2) access to electronic mail; (3) any web browser that can handle HTML5, CSS3, JavaScript and SSL encrypted connections; (4) free disk space of at least 300mb; (5) enable in the web browser the ability to save cookies and Javascript support; (6) the device must be equipped with a microphone and a speaker or headphones; (7) recommended amount of RAM 4GB

**III.5.** The Service Provider reserves the right to limit the availability of the application depending on the version of the operating system or device model. The application is designed especially for modern devices equipped with the latest components, current software versions of Android and iOS operating systems.

**III.6.** The Service Provider reserves the right to limit the availability to selected countries without giving any reason.

**III.7.** By using the Services, you agree with and will at all times comply with: (1) these Terms of Use and its provisions together with Payment Policy; (2) the Privacy Policy, which is an integral part of these Terms of Use; and (3) other rules and legal documents that may be posted from time to time on the Services. If you do not agree with these Terms of Use or the Privacy Policy, or fail to comply with them at all times, you may not use the Services.

**III.8.** The User is authorized to use the Services only if he/she agrees to fully comply with and actually abide by all applicable laws, these Terms of Use and the Privacy Policy.

**III.9.** Vocaly may also require the User to agree to additional terms and/or conditions that Vocaly makes available to you from time to time in connection with use of the Services, including, without limitation, any terms and conditions applicable to contests held by us as part of the Services (hereinafter referred to as the "**Additional Terms**"). All such Additional Terms are

hereby incorporated into and subject to these Terms of Use and these Terms of Use shall prevail in the event of any conflict or inconsistency with the Additional Terms to the extent of such conflict or inconsistency.

III.10. The Services (including without limitation any content, melodies, exercises, titles, computer code, themes, objects, characters, catchy phrases, concepts, animations, sounds, musical compositions, audiovisual effects, methods of operation, etc.) are copyrighted works owned by the Service Provider and its third party licensors or suppliers, unless otherwise expressly stated.

III.11. The Service Provider reserves all rights, including without limitation all intellectual property rights or other proprietary rights, in connection with the Services to which the Service Provider is entitled.

III.12. The User acknowledges and fully agrees that nothing in these Terms of Use or the Privacy Policy shall have the effect of transferring to you or any third party ownership of any copyright, trademark, slogan, service mark, name or other proprietary right in any content available on and associated with the Services, nor shall you be deemed to have granted any right or license to distribute, publicly perform or prepare derivative works of any content available through the Services.

#### **IV. REGISTRATION AND ACCOUNT MANAGEMENT**

IV.1. In order to fully enjoy the benefits of the Services, in particular the Mobile Application, the User must download the Mobile Application and register an account (hereinafter referred to as the "**Account**"). The Account may only be used by the User. Each User may register only one Account.

IV.2. Account registration requires:

IV.2.1. filling in the registration form by providing the following data:

- (a) first and last name;
- (b) email address;
- (c) password;
- (d) User type: coach or student;

IV.2.2. acceptance of the Terms of Use and Privacy Policy;

IV.2.3. clicks on the action box.

IV.3. The use of the Account and its particular functionalities, including the use of the Mobile Application may enable the User to provide additional data.

IV.4. The User declares that by registering the Account he/she has provided true, accurate, current and complete information and undertakes to keep his/her data provided within the Account updated in case of any changes.

- IV.5. Logging into the Service requires a login and password. The login is the User's e-mail address. The password is determined by the User in the process of Account registration.
- IV.6. A change or recovery of the password is possible through the password reset function available in the Mobile Application.
- IV.7. An Account is set up for an indefinite period of time, whereby the User may, at any time and without providing any reason, delete the Account by the termination of the Agreement as described in point XIV of this Terms of Use.
- IV.8. Deletion of the Account prevents the User from further use of its functionalities, including the Mobile Application.
- IV.9. The User is responsible for the security of his/her Account and is fully responsible for all activities that occur using User's credentials. The User agrees to immediately notify the Service Provider at [info@vocalypro.com](mailto:info@vocalypro.com), if User suspects or has knowledge of any unauthorized use of login credentials or any other breach of security with respect to the Account. Service Provider shall not be liable for any loss or damage resulting from any unauthorized use of User's credentials prior to notifying Service Provider of such unauthorized use or loss of User's credentials.
- IV.10. Use of the Services in violation of the restrictions set forth in these Terms of Use, particularly in this Section 4.10, is strictly prohibited, which may result in immediate suspension or deletion, at the discretion of the Service Provider, of the Account, and may also subject the User to liability to another User or a third party (depending on the violation). User agrees that under no circumstances will:
- IV.10.1. use the Services, intentionally or unintentionally, in connection with any violation of applicable law or regulation, or do anything that promotes a violation of applicable law or this Terms of use;
- IV.10.2. post any information that is offensive, threatening, or contains nudity, obscene, defamatory, libelous, or racially, sexually or religiously offensive;
- IV.10.3. make available through the Services any material or information that infringes the copyright, trademark, patent, trade secret, right of privacy, right of publicity or other rights of any person or entity, or impersonates any other person;
- IV.10.4. use the Services or any part thereof for commercial purposes without the express written consent of Provider;
- IV.10.5. interfere or attempt to interfere with the proper functioning of the Services or connect to or use the Services in any manner not expressly permitted by these Terms of Use;
- IV.10.6. except as permitted by law or applicable open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code of the underlying software or other intellectual property used to provide the Services, or derive any information from the Services by methods not expressly permitted by the Service Provider, or reverse engineer; or

IV.10.7. copy, modify or distribute the rights or content belonging to the Services, the copyrights or trademarks of the Service Provider, or use any method to copy or distribute the content of the Services, except as expressly permitted in these Terms of Use.

IV.11. The Service Provider may, in its sole discretion, with or without notice to User, limit, suspend, terminate, modify, or terminate User's Accounts or access to the Services or portions thereof if User or Service Provider suspects that User is not complying with the provisions of these Terms of Use or in the case of actual or suspected illegal or inappropriate use of the Services. Termination of the Account may include blocking User's access to the Services or portions thereof, including content submitted by the User or other Users of which the Service Provider shall notify the User in each case by email correspondence.

IV.12. The Service Provider may, with or without prior notice, suspend or terminate an Account, particularly if there are activities on the Account that, in the Service Provider's sole discretion, constitute or may constitute a violation of the Agreement, the Terms of Use or the Privacy Policy, cause damage to or deterioration of the Services, violate the rights of third parties, damage or compromise the Service Provider's reputation, or violate applicable laws. In addition, if messages sent to the email address provided by the User are returned as undeliverable, the Service Provider may immediately delete the Account without notice and without liability to the User or any third party of which the Service Provider will notify the User in each case by email correspondence.

## **V. INTELLECTUAL PROPERTY RIGHTS**

V.1. The copyright and intellectual property rights in the Services, and in particular, but not exclusively, in the Website and Application, as a whole and in their individual elements, including the content, graphics, works, designs and signs available thereunder, belong to the Service Provider or to other authorised third parties and are protected by copyright and other provisions of generally applicable law. The protection granted to the Services, in particular, but not exclusively, the Website and the Application shall cover all forms of expression thereof.

V.2. With the exception of User Content, the content that Service Provider makes available to Users on the Services, particularly on the Site or Application through the Services, including without limitation any graphics, text, images, software and interactive features, may be protected by copyright or other intellectual property rights and is the property of the Service Provider or its licensors or other authorized third parties.

V.3. The Services, and in particular, but not exclusively, the Website and Application, shall be treated as any other work (pl: utwór) subject to copyright protection. The User may not copy the Services, including the Website and Application, except as permitted by mandatory provisions of law. The User also agrees not to modify, adapt, translate, decode, decompile, disassemble or in any other way attempt to determine the source code of the Services, in particular the Application, except as permitted by mandatory provisions of law.

V.4. Subject to the provisions of these Terms of Use and the mandatory provisions of law, the User does not obtain any copyright in the Services, in particular, but not exclusively, in the Website and the Application. Subject to the terms and conditions set forth in these Terms of Use and subject to the User's acceptance of these Terms of Use and the Privacy Policy and continued

compliance with these Terms of Use, the Privacy Policy and the Agreement, the Service Provider grants the User only a limited, non-exclusive, non-transferable and non-sublicensable license to use the Services, in particular the Website and the Application, and the related software (executable version only, without source), solely for personal, non-commercial use, provided that such use by the User of the Services shall be consistent with their intended use, with these Terms of Use, with the Privacy Policy and in a manner consistent with the law and morality, respecting personal rights, personal data, copyrights and intellectual property of Provider, other Users and third parties.

- V.5. The license referred to in point 5.4 above entitles the User only to install, use, apply, display or otherwise use the Application in accordance with the Terms of Use. The license is granted at the time of commencement of use of the Application, or, in the case of a Paid Content, as detailed in Schedule No. 1 to the Terms of Use at the time of payment in accordance with the Terms of Use, and for a limited period of time - for the duration of the use of the Application, or for the paid-up period in the case of a paid variant. The license also includes any updates, modified versions, corrections, additions and copies of the Application. The license for Paid Content is chargeable and time-limited, according to the variant chosen by the User, and is granted upon payment of the fee in accordance with the Payment Policy – if the User has stated that he or she wants to immediately use the services available for a fee, i.e. before the expiration of the 14-day period for filing a declaration of withdrawal, and otherwise after the expiration of this period
- V.6. Nothing in these Terms of Use grants the User a license to reproduce, distribute, publicly perform, publicly display, synchronize or otherwise use and exploit any third party content. The User is solely responsible for establishing the rights to third party content.
- V.7. Nothing in these Terms of Use authorizes the User to: (i) use any aspect of a musical work or sound recording in any manner not expressly permitted by these Terms of Use; (ii) modify, alter or adapt the lyrics or basic character of any musical work or sound recording; (iii) exploit the history of any musical work; or (iv) criticize any copyright owner, author, composer or lyricist of any musical work or sound recording. For clarity, any violation of the preceding sentence and/or other terms set forth in this Section V of the Terms of Use may be considered copyright infringement, with no defense available under applicable law.
- V.8. The User hereby acknowledges and agrees that if the User (i) intends to publish a User recording outside of the Services; or (ii) use a User recording for any commercial purpose, then in each case you must obtain all necessary consents from each owner of any third party content contained in such User recording. For purposes of the foregoing sentence, "commercial purpose" means any purpose that may directly or indirectly generate income, revenue, or other tangible or intangible benefit to the User or any third party, excluding the Service Provider.
- V.9. All rights, apart from those mentioned in these Regulations, expressly granted to the User are reserved by the Service Provider, in particular the User is not entitled, within the scope of the granted license, to:
- V.9.1. translate, correct, adapt, rearrange or make any other changes to the Services, in particular the Application;

- V.9.2. to distribute the Services, including the Application, in particular by renting or leasing copies thereof;
  - V.9.3. sublicense the Services, including the Application (in particular the right to authorise other persons to use the Application);
  - V.9.4. to market the Services, including the Application, in particular to lend or hire or transfer in billing.
- V.10. The structure, organization and source code of the Services, in particular the Website and the Application, are valuable trade secrets of the Service Provider and its suppliers. They are also protected by applicable laws, in particular by Copyright Law.

## **VI. USER CONTENT**

- VI.1. By posting any User Content on the Services, particularly within the Application, the User represents and warrants that:
- VI.1.1. is the exclusive holder of its economic copyright or of the rights arising from the relevant license, which it may freely dispose of and use, in particular to publish the materials on the Services, in particular on the Website and in the Application, and to make them publicly available in this way;
  - VI.1.2. the copyrights to which the User is entitled in respect of the User Content do not threaten or infringe the rights of third parties, in particular do not infringe their economic or personal copyrights, and the User ensures that has satisfied, or will satisfy by the date of posting of the materials as part of the Services (including as part of the Website and Application), all rights of third parties in connection with the content of those materials,
  - VI.1.3. in the event that a third party asserts claims arising out of infringement of the rights set out above, the User shall compensate the Service Provider, as the sole responsible party, for the costs incurred in connection with the claim for damages against him, and shall indemnify Service Provider against any liability arising therefrom.
- VI.2. Upon posting the User Content on the Services (in particular on the Website and within the Application), the User grants the Service Provider a non-exclusive, royalty-free, unlimited by time and territory license to use the materials posted on the Services (in particular on the Website and within the Application) in whole and in part in all fields of use known to the User and the Service Provider at the time of granting the license, in particular to the extent of:
- VI.2.1. fixation in any medium;
  - VI.2.2. reproduction in any technique, including: magnetic technique on video cassettes, audiovisual discs, photosensitive and digital technique, including DVD, VCD, CD-ROM, computer recording technique on all types of media adapted to this form of recording, production of specific copies of the work, including printing, reprography, magnetic recording and digital technique;

- VI.2.3. public performance, exhibition, display, performance, including venues open to the public for an admission fee;
- VI.2.4. domestic and international trading rights;
- VI.2.5. lend, rent or exchange the media on which the work is recorded;
- VI.2.6. to exhibit, display, broadcast in whole or in freely selectable excerpts by means of wire or wireless vision and/or audio by any technique - regardless of the system, standard and format by a terrestrial station, cable broadcasting,
- VI.2.7. broadcast in whole or in any selected excerpts via satellite;
- VI.2.8. integral and simultaneous re-broadcast by another television organization;
- VI.2.9. making foreign language versions;
- VI.2.10. introduction into computer memory and into multimedia network in unlimited number of broadcasts and size of edition;
- VI.2.11. use on websites;
- VI.2.12. use in multimedia works;
- VI.2.13. marketing via the Internet and other data transmission techniques using telecommunications, computer and wireless networks;
- VI.2.14. use of any excerpts for promotional and advertising purposes;
- VI.2.15. use in full or in freely selected excerpts in interactive services made available via the Internet and other data transmission techniques, including telecommunications, IT and wireless networks;
- VI.2.16. make changes, abbreviations;
- VI.2.17. retransmission and making it available to the public in such a way that everyone can access it from a place and at a time individually chosen by them.
  - in an unlimited number of transmissions and volumes.
- VI.3. At the same time, the User consents to the Service Provider exercising and allowing the Service Provider to exercise derivative copyrights on the User Content and authorizes the Service Provider to exercise copyright supervision over the use of the User Content. To the extent of dependent works created on the basis of the User Content, the User hereby grants irrevocable permission to use them to the full extent identical to the scope of use of the basic work. The Service Provider has the right to transfer his rights in whole or in part to third parties (sublicense).
- VI.4. The User is not entitled to remuneration for granting the license referred to in this section VI of the Terms of Use to the Service Provider.

- VI.5. The User has the right to post an unlimited amount of User Content on the Services (including the Site and the Application), subject to the technical capabilities of the Services.
- VI.6. The Administrator may remove User Content deemed by him to be in violation of the Rules or generally applicable laws without warning and without notice. Persistent posting of materials that violate the Rules or the law may result in suspension or deletion of the Account.
- VI.7. For the avoidance of doubt, the Service Provider is not responsible for any unauthorized use of User Content by any User.

## VII. LIMITATION OF LIABILITY AND REPRESENTATIONS

VII.1. The following rules described in this Section VII of the Terms of Use shall apply to the fullest extent permitted by law:

- VII.1.1. the Service Provider, its affiliates and their respective agents, representatives, members of the Board of Directors, members of the Supervisory Board, partners, employees, associates, directors, agents, suppliers, licensors (collectively "**Service Provider's Representatives**") do not make any warranties or representations of any kind with respect to the Services (in particular, the Website and the Application) and any content available through the Services (in particular, the Website and the Application), including but not limited to their accuracy, reliability, completeness, appropriateness, timeliness or reliability;
- VII.1.2. the Service Provider's Representatives shall not be liable in any way for the truthfulness, accuracy, completeness or non-misleading nature of any content on the Services (in particular, the Website and the Application) or any other information provided to the User, nor for any errors, mistakes or omissions contained therein, nor for any delays or interruptions in the transmission of data or the stream of information, for whatever reason;
- VII.1.3. the User acknowledges and agrees that uses of the Services (in particular, the Services and the Application) and any content contained therein is at your own risk and the User is solely responsible for any content sent by the User, including User Content, within the Services, in particular to the Website and the Application, and the User is also solely responsible for the use of the Services, including the Application and the Website, in particular for any consequences related to the use of the Services, including health consequences (e.g. resulting from singing);
- VII.1.4. the Service Provider shall not be liable to the Users in any way whatsoever for any damage arising in connection with the User's use of the Services, in particular for any damage to health (including damage to the broader vocal organs);
- VII.1.5. the Service Provider's Representatives do not guarantee in any way that the Services (and in particular the Website and the Application) will operate error-free, or that the Services (and in particular the Website and the Application) and any content contained therein will be free of computer viruses or similar contamination or harmful functions. If your use of the Services or any content therein results in the need to service or replace equipment or data, neither Service Provider nor any of Service Provider's Representatives shall be liable for such damages;

- VII.1.6. in no event shall any of Service Provider's Representatives be liable for any damages (direct or indirect, punitive, incidental, consequential, lost profits or damages resulting from lost data or business interruption) arising out of or in connection with, the use of or inability to use the Services and any content therein, whether based on warranty, contract, tort (including negligence), or any other legal basis, even if any of Service Provider's Representatives has been advised of the possibility of such damages;
- VII.1.7. the Service Provider's liability for damages arising out of the Service Provider's activities specified in these Terms of Use shall in each case be limited exclusively to actual damage (excluding lost profits);
- VII.1.8. the Service Provider's liability for damages arising from the Service Provider's activities under these Terms of Use is limited to the amount of fees paid by the User for the Services, and in the case of free Services, this liability is limited to the amount of PLN 50 (in words: fifty zlotys) for all violations against one User; the limitation of liability referred to in this point 7.1.8 shall not apply to Users who are consumers;
- VII.1.9. the User acknowledges that the Service Provider and the Service Provider's Representatives are not responsible for the content or for improper or illegal acts or omissions of any third parties, and the risk of damages and compensation for these reasons is entirely borne by the User.

## **VIII. THIRD PARTY CLAIMS**

- VIII.1. To the fullest extent permitted by law, any and all disputes with third parties arising out of use of the Services, including but not limited to a copyright owner or other User, shall be directly between the User and such third party, and you irrevocably release Service Provider and Service Provider's Representatives from any and all claims, demands and damages (actual and lost profits) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

## **IX. INDEMNIFICATION**

- IX.1. To the fullest extent permitted by law, the User agrees to indemnify and hold harmless the Service Provider and the Service Provider's Representatives from and against any claim arising out of (a) violation of these Terms of Use by such User; (b) use or misuse of the Services by such User; or (c) the User Content.
- IX.2. The Service Provider will notify User of any claim under this Section 9.1 of these Terms of Use. The Service Provider reserves the right to assume the exclusive defense of any claim or proceeding subject to indemnification under this Section IX of these Terms of Use if the Service Provider determines that User is unwilling or unable to defend Service Provider's interests. In such case, the User agrees to cooperate with any legitimate claims against the Service Provider at User's expense.

## **X. NEWSLETTER**

- X.1. Using the Newsletter shall take place after completing three consecutive steps by the Customer: (i) providing in the Newsletter tab or Newsletter pop-up visible on the Site the e-mail address to which subsequent editions of the Newsletter are to be sent; (ii) clicking the action box; and (iii) confirming the Newsletter subscription by clicking on the confirmation link sent automatically to the provided e-mail address. It is also possible to sign up for the Newsletter when setting up the Account by checking the appropriate checkbox - in this case when the Account is set up the Customer becomes a Newsletter subscriber.
- X.2. The Newsletter service is provided free of charge for an indefinite period of time.
- X.3. The Customer has the opportunity, at any time and without giving reasons, to unsubscribe from the Newsletter (Newsletter unsubscribe) by sending an appropriate request to the Service Provider, in particular via contact form, e-mail to the address [info@vocalypro.com](mailto:info@vocalypro.com) or in writing to the Service Provider's address indicated in these Terms of Use.

## **XI. COMPLAINTS**

- XI.1. The User has the right to file complaints regarding the Services. Complaints should be submitted: (i) in writing to the Service Provider's address set forth in the body of these Terms, or (ii) by email to [info@vocalypro.com](mailto:info@vocalypro.com).
- XI.2. In order to enable effective consideration of the complaint, the User should indicate in its content:
- XI.2.1. identification of the User (including indication of e-mail address),
- XI.2.2. a description of the concerns, irregularities and non-conformities raised, together with the date on which they occurred.
- XI.3. Before considering the complaint, the Service Provider may request the User to supplement it, if the information provided by the User, referred to in clause 10.2 above, requires clarification in order to properly consider the complaint.
- XI.4. The Service Provider undertakes to consider the complaint or reported irregularities and respond to the User immediately, but no later than within 30 (thirty) days from the date of receipt.
- XI.5. The response to the reported complaint shall be provided to the User by e-mail to the e-mail address provided in the Account registration, unless the User demands a different form of response in the content of the complaint (telephone, postal mail).

## **XII. PERSONAL DATA PROTECTION**

- XII.1. The administrator of Users' data is the Service Provider.
- XII.2. The Service Provider processes the Users' personal data, inter alia, in order to enable the Users to use the Services (including the Website and the Application), including to provide the Services to the User.

XII.3. Detailed rules on processing of Users' personal data by the Service Provider, including the rules on contacting the Service Provider, information about the basis of data processing and Users' rights in connection therewith, are contained in the Privacy Policy available in the Application and at <https://vocalypro.com/>.

### **XIII. WITHDRAWAL FROM THE CONTRACT BY THE CONSUMER**

XIII.1. Users who are consumers have the right to withdraw from the contract concluded with the Service Provider within 14 days from the conclusion of the contract without giving any reason.

XIII.2. The withdrawal period expires 14 days after the conclusion of the contract.

XIII.3. In order to exercise the right of withdrawal, the User who is a consumer must inform the Service Provider of its decision to withdraw from this contract by an unequivocal statement, by sending the information electronically to the e-mail address [info@vocalypro.com](mailto:info@vocalypro.com) or in writing to the Company's registered address.

XIII.4. In order to comply with the withdrawal period, it is sufficient for the User who is a consumer to send a communication concerning the exercise of its right of withdrawal before the withdrawal period has expired.

XIII.5. When making a statement of withdrawal, the User may, in particular, use the model withdrawal form attached as Appendix 2 to the Consumer Rights Act.

XIII.6. If the User withdraws from the Agreement, the Agreement is considered not concluded.

XIII.7. Withdrawal from the Agreement or the termination of the Agreement shall result in the removal of the Account by the Service Provider, and simultaneous cessation of the provision of Services.

XIII.8. Removal of the User Account by the Service Provider shall take place immediately upon receipt of the withdrawal from or termination of the Agreement, of which the Service Provider will inform the User by e-mail correspondence.

XIII.9. The provisions of this section shall not apply to entrepreneurs who do not have the right to withdraw from the Agreement.

XIII.10. If the User acquired Paid Content, as detailed in Schedule No. 1 to the Terms of Use, paid the required fee and made a statement of intent to use the Paid Content before the expiration of the fourteen-day withdrawal period to which he/she is entitled, in accordance with Article 38(1)(13) of the Consumer Rights Act, the User shall not be entitled to a refund of the fee paid if he/she makes a statement of intent to withdraw from the Agreement. The User acquiring Paid Content will also not be entitled to a refund of the fee paid in the event that the User acquiring Paid Content has paid the required fee, but has not made a declaration of intent to use the Paid Content before the expiration of the aforementioned period and has not made a declaration of withdrawal from the Agreement within fourteen days from the date of conclusion of the Agreement.

### **XIV. TERMINATION**

- XIV.1. Provision of the Services by the Service Provider is perpetual. The User has the right to terminate the Agreement at any time, subject to a 14-day notice period.
- XIV.2. The User may submit a statement of termination of the Agreement in writing by sending it to the postal address of the Service Provider given in these Terms of Use or electronically to the e-mail address: info@vocalypro.com. Termination of the Agreement can also be done through the corresponding action button in the Application allowing to delete the Account.
- XIV.3. Subject to other provisions of these Terms of Use, Service Provider is entitled to terminate the Agreement upon 14 days' notice.
- XIV.4. The Service Provider has the right to immediately terminate the agreement in case of violation by the User of the provisions of the Terms of Use or Privacy Policy, as well as violation of generally applicable laws.
- XIV.5. Termination of the Agreement results in deletion of the Account by the Service Provider, and simultaneous cessation of the provision of Services. The deletion of the Account by the User directly within the Application is tantamount to the termination of the Agreement.
- XIV.6. Removal of the User's Account by the Service Provider shall take place within 14 (fourteen) days of receipt of the termination notice of the User. The Service Provider will inform the User about the removal of the Account through email correspondence, which is equivalent to the acceptance of the statement of termination of the Agreement.
- XIV.7. Termination of the Agreement shall not entitle the User to claim a refund of the fee paid for Paid Content, as detailed in Schedule No. 1 Payment Policy, having the nature of a one-time time limited license.

## **XV. FINAL PROVISIONS**

- XV.1. Service Provider reserves the right to amend these Terms of Use at its sole discretion.
- XV.2. The User shall be informed on amendments to the Regulations by sending information to the User's e-mail address or within the Services (e.g. by information on the Website or Application). If the User does not submit a statement of termination of the agreement within 14 days from the date of notification of changes to the Terms of Use, it shall be deemed that the amendments have been accepted by the User. The terms and conditions of the agreement shall be terminated by sending a notice of termination of the agreement to the e-mail address provided in the notice.
- XV.3. By continuing to use the Services, the User agrees to any amendments to these Terms of Use.
- XV.4. If, as a result of any amendments made to the Terms of Use or Privacy Policy, you no longer agree to any or all of them, then you must cease using the Services immediately.
- XV.5. To the extent that these Terms of Use would conflict with the Privacy Policy or any other provision of these Terms of Use or other Service Provider documents, then these Terms of Use shall prevail.

- XV.6. A user who is a consumer has the right to use out-of-court ways of dealing with complaints and claims, in particular with the help of municipal (district) Consumer Ombudsmen or the European platform for online dispute resolution (ODR) between businesses and consumers available at <http://ec.europa.eu/consumers/odr>
- XV.7. Information about other available means of out-of-court dispute resolution, including a list of Consumer Ombudsmen and procedures related to out-of-court dispute resolution is available at: <https://www.uokik.gov.pl/pomoc.php>
- XV.8. Any disputes arising under these Terms of Use or the Privacy Policy shall be resolved amicably. If it is not possible to reach an agreement between the User and the Service Provider by means of amicable dispute resolution, the matter will be settled by the common court competent for the seat of the Service Provider or other – competent according to binding law (in case of consumers).
- XV.9. In matters not covered by these Terms of Use, the provisions of generally applicable Polish law shall apply, and in particular the provisions of the Civil Code, the provisions of GDPR, the Act on Consumer Rights and the provisions of the Act on Providing Services by Electronic Means.
- XV.10. These Terms of Use or the Privacy Policy shall be governed by the laws of Poland, unless other mandatory regulations provide otherwise. The Polish version of these Terms of Use shall prevail.
- XV.11. These Regulations are effective as of May 13, 2022.

## **SCHEDULE NO 1. – PAYMENT POLICY**

### **I. PAID CONTENT**

- I.1. The use of the Application for Users is completely voluntary and free of charge – it does not entail any financial obligations. However, the User has the option to purchase additional paid services, which is completely voluntary, in exchange for payment of subscription or other fees (hereinafter referred to as the “**Paid Content**”). The fees charged may be one-time or automatically renewed, as described in the respective platforms of the Services.
- I.2. By choosing to access, purchase or subscribe to any Paid Content, the User hereby authorizes the Service Provider to charge User’s credit card or other payment method of his/her choice for all costs and fees associated with such Paid Content.
- I.3. The User acknowledges and agrees that the User is solely responsible for all applicable fees and charges, including applicable taxes, and all subscription fees and purchases made by the User or by anyone using his/her Account. If the User is acting on behalf of an entity, the User represents that is authorized to act on behalf of such entity.
- I.4. The Service Provider may use a third-party payment processor to facilitate payments for the Services. If the User makes a purchase through a third-party app store (e.g., Apple App Store or Google Play Store), the purchase will be subject to such third-party's applicable payment policies, terms of use and other applicable policies that may be applied by such third-party. In addition, the Service Provider may use a third party entity to manage Users' payments and subscriptions (e.g. RevenueCat).
- I.5. In order to access Paid Content, the User shall provide valid payment information. If the payment information provided by the User is rejected for payment of the subscribed Paid Content, the User shall provide alternative valid payment information to the Service Provider or its access to the Paid Content may be suspended at the sole discretion of the Service Provider. In this case, the User will be granted access to the Paid Content as soon as the provided payment information is processed and approved.

### **II. TRIAL PERIOD**

- II.1. For subscriptions to Paid Content, the Service Provider may, at its sole discretion, offer a trial period during which such Paid Content may be available without payment or at a reduced rate (hereinafter referred to as the “**Trial Period**”). The terms and conditions of the Trial Period may vary depending on the promotion, the type of subscription and the period selected by the User at the time of purchase.
- II.2. The Service Provider reserves the right, in its sole discretion, to determine whether the User is eligible for the Trial Period and may cancel or change the terms of the Trial Period at any time without notice or liability to the User, within the limits permitted by applicable law.
- II.3. The Service Provider may require the User to provide with valid payment information in order to start the Trial Period. By providing with this information, the User agrees that unless the User’s choose to cancel paid subscription prior to the end of the Trial Period, Service Provider

may automatically begin charging the User for such Paid Content, beginning on the first day following the Trial Period, on a monthly (or recurring) basis, as notified by you, until the User cancels the subscription to such Paid Content (i.e., disable automatic renewal in your "account settings" or through the Apple App Store or Google Play Store).

- II.4. If the User does not wish to be charged for the use of Paid Content, the User must cancel the subscription to such Paid Content before the end of the Trial Period. If the User cancels the subscription to Paid Content, the Account will only have access to those portions of the Services that the User can access free of charge.

### **III. BILLING, RENEWALS AND CANCELLATION OF SUBSCRIPTIONS**

- III.1. The subscription fee for Paid Content may be charged as a one-time payment in advance for the subscribed period (e.g., for 1, 3, 6 or 12 months) or in monthly installments charged monthly in advance for the subscription period.
- III.2. If the User chooses to automatically renew subscription to Paid Content, the User understands and agrees that the subscription will automatically renew at the end of the subscription period, and payment for the renewal period will be automatically charged using the payment information the User provides, unless the User cancels the subscription before the end of the current subscription period.
- III.3. The Service Provider reserves the right to change the subscription fees for the Services, effective from the start of the next subscription period, by notifying the User of such change at least 30 days before the end of the current subscription period. The User will receive standard updates to the Services that are generally made available by the Service Provider during the subscription period. However, the Service Provider reserves the right to offer additional features or premium feature enhancements for an additional fee.
- III.4. The Service Provider may, at its sole discretion, from time to time cancel or add Services offered free of charge, increase or decrease the amounts required for the Paid Content, require payment for Services that were previously offered free of charge, and introduce new free or paid Services.
- III.5. In order to make a payment, the User will be redirected to a trusted payment processing site. No payment information is collected, processed and/or stored by the Service Provider.
- III.6. The User may cancel automatically renewing subscription to Paid Content through the Account settings or by contacting Service Provider's help desk at email: [info@vocalypro.com](mailto:info@vocalypro.com). If the User has purchased a paid subscription to Paid Content through a third party (e.g., Apple App Store or Google Play Store), the User may cancel such paid subscription through such third party in accordance with such third party's applicable terms and payment policies.
- III.7. Except as otherwise provided in these Terms and Conditions, the user hereby agrees that any payments made to the Service Provider are and shall be final and non-refundable. This is because they constitute a one-time grant of a paid, non-exclusive, time-limited license.

### **IV. PRICE CHANGE**

- IV.1. The Service Provider's prices and fees for access to Paid Content may change from time to time.
- IV.2. In the event that the fees for access to Paid Content change, the Service Provider shall notify the User in advance and provide the User with an opportunity to learn about such changes.
- IV.3. Price changes will take effect at the beginning of the next subscription period after the date of the price change.
- IV.4. To the extent permitted by applicable law, the User's continued use of the Services after any price or fee change becomes effective shall mean that the User accept such price or fee change.
- IV.5. If the User does not accept the price change, the only User's right is to reject the change by cancelling subscription to Paid Content before the price change takes effect.
- IV.6. The User agrees that in the event that Service Provider is unable to collect the subscription fees owed to Service Provider for services related to the use of Paid Content, Service Provider may take any steps it deems necessary to collect such fees from the user, and that the user will be responsible for all costs and expenses incurred by Service Provider in connection with such actions, including fees, court costs and other charges related to the collection of amounts owed.

## **V. OTHER PROVISIONS**

- V.1. If the User fails to make any payment on time, in addition to any other available remedies: (i) Service Provider may charge interest in an amount equal to the maximum interest referred to in Article 481 §2<sup>1</sup> of the Civil Code of April 23, 1964. – Civil Code on any amounts not paid on time; and (ii) if the User fails to make payment within 7 days of being notified (via the Application or a message sent to the email address associated with the Account), the Service Provider may suspend the provision of Services for access to Paid Content until all outstanding amounts and interest thereon are paid, without incurring any obligation or liability to the User due to such suspension.
- V.2. Unless otherwise expressly stated in these Policy or Terms of Use, all commitments to pay subscription fees are irrevocable and all payments are non-refundable. The User agrees that any purchases are not contingent upon the delivery of any future functionality or features, or any oral or written public comments made by us with respect to future functionality or features.