Terms of Service

English Version (Primary for Stores / USA) · Version 2026-10-15-r2

Part I. General provisions, definitions and app store terms

§1. Scope and acceptance

1.1. These Terms of Service ("Terms") set out the terms and conditions for the use of the BridgeCoach mobile application, its backend services and related account functions (together, the "App" or the "Service").

1.2. These Terms constitute the terms and conditions of electronically supplied services and a binding agreement between you and the Provider.

1.3. By ticking the relevant checkbox during registration and creating an account you confirm that you have read, understood and accepted these Terms and acknowledged the Privacy Policy. If you do not accept these Terms, you must not register for or use the App.

§2. Provider

The App is provided by Affinity Intelligence sp. z o.o., with its registered office at Al. Krakowska 61A, 05-090 Sękocin Nowy, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, under KRS number 0001091878, NIP (tax ID): 5342676045, REGON: 527972353, share capital PLN 77,000.00 paid in full (the "Provider", "we", "us"). Contact: e-mail kontakt@affinity-intelligence.com; The e-mail address above is also the single point of contact for users and for Member State authorities, the European Commission and the European Board for Digital Services; communication is possible in Polish and English.

§3. Definitions

(a) "User" or "you" means a natural person aged 18 or over who has created an account; (b) "Consumer" means a User who uses the App for purposes not directly related to their business or profession, including a sole trader to whom consumer protection applies by law; (c) "Account" means the User's individual, password-protected account; (d) "Seeker", "Supporter" and "Sponsor" mean the account roles of, respectively, a person working on recovery, a relationship or their wellbeing, a person supporting them, and a peer guide; (e) "Bridge" means a connection between two Accounts created by invitation and accepted by the other User, within which a Shared Conversation takes place; (f) "Shared

Conversation" means the message thread of a Bridge visible to its members; (g) "AI Mediator" or "Coach" means the artificial intelligence system integrated into the App that analyses content and generates automated messages, hints and summaries; (h) "AI Output" means any content generated by the AI Mediator; (i) "User Content" means any content submitted by a User, including messages, photos, voice notes, videos, journal entries, tasks, letters, notes and reports; (j) "Crisis Protocol" means the automated mechanism described in §11; (k) "App Store Provider" means Apple Inc. or Google LLC (and their affiliates), as applicable.

§4. Nature of the Service and functionalities

4.1. The App is a free digital self-help and communication tool supporting sobriety, recovery, relationship repair and emotional wellbeing.

4.2. In its current version the App offers in particular: (a) Bridges and Shared Conversations moderated by the AI Mediator, in moderated, turn-based ("court") and sponsor–mentee modes, including public coach lines, private hints and suggested responses; (b) guided conversations and an interactive twelve-step map; (c) an emotion journal with moods; (d) a sobriety tracker and calendar with milestones; (e) tasks and goals; (f) letters to one's future self with a timed unlock; (g) a supporter wellbeing check-in; (h) a Crisis Protocol presenting external helplines; (i) push and local notifications.

4.3. The scope of functionalities may differ between versions and platforms and may be modified in accordance with §20.

§5. Free of charge

5.1. The App is currently provided free of charge; there are no in-app purchases, subscriptions or advertising.

5.2. Should paid features be introduced, they will be offered only on the basis of separate terms presented before purchase and processed in accordance with the payment rules of the relevant App Store Provider; no fee will be charged without your prior express consent.

§6. Technical requirements

Use of the App requires: (a) a mobile device running a supported version of Android (currently Android 7.0 or newer) or, once available, iOS; (b) an active Internet connection; (c) an active e-mail address; (d) consent to push notifications to receive real-time functions, including crisis alerts. The Provider does not guarantee compatibility with every device, operating system version or configuration. You bear the costs of data transmission charged by your telecommunications operator.

§7. App Store terms – general

7.1. These Terms are concluded between you and the Provider only, and not with any App Store Provider. The Provider, not the App Store Provider, is solely responsible for the App and its content.

7.2. Your use of the App must also comply with the terms of service of the store from which you downloaded it (including the Apple Media Services Terms and Conditions and their Usage Rules, or the Google Play Terms of Service), which prevail in case of conflict to the extent required by such store.

§8. Apple mandatory provisions (iOS)

If you obtained the App from the Apple App Store: (a) Acknowledgement – these Terms are concluded between you and the Provider only, and not with Apple Inc. ("Apple"); the Provider, not Apple, is solely responsible for the App and its content; (b) Scope of licence – the licence granted is limited to a non-transferable licence to use the App on any Apple-branded products that you own or control and as permitted by the Usage Rules, except that the App may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing; (c) Maintenance and support – the Provider is solely responsible for any maintenance and support services; Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (d) Warranty – the Provider is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed; in the event of any failure of the App to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price (if any) for the App; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the Provider's sole responsibility; (e) Product claims – the Provider, not Apple, is responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of it, including (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection, privacy or similar legislation; (f) Intellectual property – in the event of any third-party claim that the App or your possession and use of it infringes that third party's intellectual property rights, the Provider, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such claim; (g) Legal compliance – you represent and warrant that (i) you are not located in a country that is subject to an embargo imposed by the United States Government, the European Union or the United Nations, or that has been designated as a "terrorist supporting" country, and (ii) you are not listed on any government list of prohibited or restricted parties; (h) Developer name and address – questions, complaints or claims regarding the App should be directed to the Provider at the address set out in §2; (i) Third-party terms – you must comply with applicable third-party terms of agreement when using the App (e.g. your wireless data service agreement); (j) Third-party beneficiary – Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

§9. Google Play provisions (Android)

If you obtained the App from Google Play: (a) Google LLC and its affiliates ("Google") are not parties to these Terms and bear no responsibility for the App, its content, its availability, its maintenance or support, or for any claims relating to it; (b) the Provider is solely responsible for the App; (c) the App is subject to the Google Play Developer Program Policies, and content prohibited by those policies or by §15 is not

permitted in the App; (d) the App is free of charge and does not contain hidden fees, subscriptions or advertising; (e) you may report offensive or unlawful User Content and AI Output in the App and delete your Account from within the App, as described in §§16 and 18. During the test phase the App may also be distributed through Firebase App Distribution, to which the same rules apply.

Part II. Eligibility, account, crisis protocol and disclaimers

§10. Age requirement (18+) and Account

10.1. The App is intended exclusively for adults. You may register only if you are at least 18 years of age (or the age of majority in your jurisdiction, if higher) and have full legal capacity.

10.2. During registration you must expressly declare that you are 18 years of age or older. The Provider relies on this declaration and does not carry out identity or age verification; you are solely responsible for its truthfulness.

10.3. If the Provider has reasonable grounds to believe that a User is under 18, it may immediately, without prior notice, suspend or block the Account and delete it together with its data, to the extent permitted by law.

10.4. Registration requires a valid e-mail address and a password and the acceptance of these Terms; the Account role (Seeker, Supporter or Sponsor) is selected during onboarding and may not be changeable in the current version.

10.5. You must provide truthful data, keep your login credentials confidential, secure your device (screen lock, operating system updates) and notify the Provider without delay of any unauthorised use of your Account. You are responsible for all activity carried out through your Account, unless caused by the Provider's fault.

10.6. An Account is personal and non-transferable; one person may not create Accounts in another person's name.

10.7. The agreement for the provision of the Service is concluded for an indefinite period upon creation of the Account.

§11. Crisis Protocol and Crisis Disclaimer

11.1. The App uses an automated two-tier Crisis Protocol: (a) detection of predefined keywords indicating explicit self-harm or suicidal intent, and (b) an assessment of risk indicators performed by the AI Mediator (a running crisis-risk score).

11.2. When a crisis signal is detected, the App may: (a) display in the Shared Conversation a crisis message and a banner with contact details of external helplines and emergency numbers for the region selected in the settings; (b) send to the other member(s) of the Bridge an in-app alert and a high-priority push notification that their Bridge partner may need support (this alert cannot be disabled); (c) record a

crisis support entry on your personal timeline. A journal mood marked as "crisis" may, depending on the partner's settings, also result in a notification to your Bridge partner.

11.3. THE APP IS NOT AN EMERGENCY OR CRISIS SERVICE. The Provider does not make, initiate or arrange any automated calls, text messages or notifications to emergency services (police, ambulance, fire service), crisis teams, healthcare providers or any person outside the Bridge, and does not provide human monitoring of content in real time, 24/7 or at any other time. Helpline buttons merely open your device's dialler or messaging app; any contact is initiated solely by you.

11.4. The Crisis Protocol is an auxiliary, best-effort mechanism. It operates on language patterns and probabilistic AI assessments, may not recognise a crisis (in particular in languages other than English, in indirect or ironic statements, or if the AI provider is unavailable), and may raise false alerts. The Provider does not guarantee that any crisis will be detected or that any alert will be delivered or read by the partner.

11.5. Helpline data are compiled from publicly available sources and may become outdated; you should verify them and, if in doubt, call the general emergency number (112 in the EU, 911 in the United States).

11.6. IF YOU OR ANYONE ELSE IS IN IMMEDIATE DANGER, CONTACT LOCAL EMERGENCY SERVICES DIRECTLY. Do not rely on the App in an emergency.

11.7. Any "crisis contact" data entered in the settings are stored for your own reference only, and the Provider does not undertake to notify that person unless such a function is expressly activated and described in the App.

11.8. To the fullest extent permitted by law, the Provider shall not be liable for any failure to detect a crisis, for any undelivered, delayed or unread alert, for any false alert, or for the actions or omissions of the Bridge partner, helplines or emergency services.

§12. Medical & Health Disclaimer

12.1. The App is a general wellbeing and self-help tool. It is NOT a medical device within the meaning of Regulation (EU) 2017/745 (MDR) or any other law, NOT a healthcare facility or healthcare provider, and does NOT provide healthcare services, medical, psychological, psychotherapeutic, psychiatric, addiction-treatment or rehabilitation services.

12.2. The App and the AI Mediator are not intended for, and must not be used for, the diagnosis, prevention, monitoring, prediction, prognosis, treatment or alleviation of any disease, disorder or addiction. No content in the App constitutes a diagnosis, therapy, a recommendation of treatment or medication, or professional advice.

12.3. Use of the App does not create a therapist–patient, doctor–patient or any other professional relationship. Sponsors and Supporters are private individuals; the Provider does not verify their qualifications or experience.

12.4. The App does not replace consultation with a physician, psychotherapist, psychiatrist, addiction specialist or participation in a treatment or support programme. Always seek the advice of a qualified professional with any question regarding your health and never disregard professional advice or delay seeking it because of something you have read in the App. Do not stop or change any treatment or medication on the basis of the App.

12.5. Sobriety, recovery and relationship outcomes depend on many factors outside the Provider's control. The Provider does not promise or guarantee any therapeutic, health, sobriety or relational result.

12.6. All decisions regarding your health, lifestyle, relationships and substance use are taken by you independently, at your own discretion and responsibility.

§13. AI Mediator – transparency

13.1. You are informed that in Shared Conversations and in guided functions you interact with an artificial intelligence system and not with a human. Messages generated by the AI Mediator are labelled "Coach" in the App.

13.2. In order to provide the Service, the AI Mediator automatically analyses the text of messages in Shared Conversations, including in order to assess the emotional dynamics of the conversation (sentiment and affect analysis, running emotional and crisis-risk indicators), and on that basis generates public lines, private hints, suggested responses, session and step summaries and, with the consent of the person concerned, a short summary of their wellbeing visible to their Bridge partner. This analysis is an inherent part of the Service and cannot be switched off while using Shared Conversations. The analysis is based on text only and does not use biometric data.

13.3. The AI Mediator is operated using large language models of third-party providers, as specified in the Privacy Policy. The Provider does not use your content to train its own models.

13.4. The AI Mediator does not take decisions producing legal effects concerning you or similarly significantly affecting you; its outputs are suggestions which you are free to disregard.

§14. AI Output Disclaimer

14.1. AI Output is generated automatically and probabilistically. It may be inaccurate, incomplete, outdated, misleading, inappropriate, biased or inconsistent with your situation, and may misattribute statements or misinterpret emotions.

14.2. AI Output does not express the views of the Provider, is not reviewed by a human before display, and does not constitute medical, psychological, legal, financial or other professional advice.

14.3. You are solely responsible for evaluating AI Output, for deciding whether to send a suggested response, and for any decision or action taken on its basis.

14.4. You must not use AI Output as the sole basis for decisions regarding your health, safety, relationships, family, finances or legal matters.

14.5. You may report AI Output you consider offensive, harmful or unlawful using the reporting function or by e-mail; the Provider will review reports in accordance with §16.

14.6. To the fullest extent permitted by law, the Provider is not liable for the content of AI Output or for the consequences of its use.

Part III. User content, moderation, termination and licence

§15. Rules of conduct and prohibited content

15.1. You must use the App in accordance with the law, these Terms, good practice and respect for the personal rights of others.

15.2. It is prohibited to post, send or generate (including by prompting the AI Mediator) any content that: (a) concerns the purchase, sale, offering, production, procurement or distribution of illicit drugs, psychoactive substances, alcohol or prescription medicines, or promotes or glorifies their use; (b) encourages, instructs in or glorifies self-harm, suicide, eating disorders or other destructive behaviour; (c) constitutes hate speech, discrimination, threats, blackmail, harassment, stalking, bullying, intimidation or incitement to violence; (d) is sexually explicit, involves minors in any way, or constitutes non-consensual intimate imagery; (e) infringes the privacy, image or personal rights of third parties, including the disclosure of personal data or images of others without their consent; (f) infringes intellectual property rights; (g) is false and intended to mislead, or constitutes spam, advertising or commercial solicitation; (h) contains malware or otherwise interferes with the App; (i) is otherwise unlawful.

15.3. It is further prohibited to: (a) reverse engineer, decompile, disassemble, decrypt or otherwise attempt to derive the source code, models, prompts or system instructions of the App, except to the extent expressly permitted by mandatory law; (b) use bots, scrapers, crawlers or other automated means to access the App or extract data; (c) attempt prompt injection, jailbreaking or other manipulation of the AI Mediator, extraction of system prompts, or use of the AI Mediator to generate prohibited content; (d) use the App or AI Output to develop, train or improve competing products or AI models; (e) bypass security or access restrictions, impersonate others or access other Users' Accounts; (f) send invitations to persons who have not agreed to receive them, or in bulk; (g) overload the infrastructure or use modified clients; (h) use the App for any commercial purpose without the Provider's written consent.

§16. Notice and Action, moderation and sanctions

16.1. Any person may notify the Provider of content in the App they consider unlawful or contrary to these Terms, using the in-app reporting function or by e-mail to kontakt@affinity-intelligence.com. A notice should contain: (a) an explanation of the reasons why the content is considered unlawful or prohibited; (b) information enabling the content to be identified (e.g. conversation and date); (c) the name and e-mail address of the notifier (except for notices concerning sexual abuse of children); (d) a statement confirming the notifier's bona fide belief that the information is accurate and complete.

16.2. The Provider confirms receipt of the notice without undue delay and processes it in a timely, diligent, non-arbitrary and objective manner. The Provider does not proactively monitor User Content and has no general obligation to do so; moderation is carried out primarily upon notice, and automated tools are used only within the AI Mediator and the Crisis Protocol, without automated removal of content.

16.3. Each participant of a Shared Conversation may at any time hide content for themselves, delete their own messages, report content, close the Bridge and stop communication.

16.4. In the event of a breach of the law or these Terms, the Provider may, proportionately to the gravity of the breach: (a) remove or disable access to content; (b) issue a warning; (c) temporarily suspend the Account or certain functions; (d) permanently block and delete the Account. In cases of serious breaches (in particular content concerning minors, threats to life or health, drug trafficking or persistent harassment) the Provider may act immediately and without prior warning.

16.5. The Provider informs the User concerned of a restriction and provides a statement of reasons, including the facts, the legal or contractual basis and the available means of redress, unless the law or an order of an authority provides otherwise.

16.6. The User may lodge an objection to a moderation decision by e-mail within 6 months; the objection is reviewed by a human, and the Provider reverses its decision without undue delay if the objection is justified. The User may also pursue out-of-court dispute resolution or court proceedings.

16.7. The Provider may notify competent law enforcement or judicial authorities where it becomes aware of information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person has taken place, is taking place or is likely to take place, and complies with binding orders of authorities.

16.8. The App acts as a technical intermediary service for the transmission and storage of messages between Users. The Provider is not liable for User Content of which it has no actual knowledge and, upon obtaining such knowledge, acts expeditiously to remove or disable access to it where it is unlawful.

§17. Bridges, Shared Conversations and responsibility for User Content

17.1. A Bridge is created only when an invitation is accepted by the other User; Shared Conversations do not begin before acceptance. You may send an invitation only to a person who knows you and who you reasonably expect to welcome it.

17.2. Messages in a Shared Conversation are visible to all its members, except private AI hints addressed to one person. Session summaries generated by the AI Mediator are visible to both members. A summary of your wellbeing is shown to your partner only after your separate consent, which you may revoke at any time.

17.3. Push notifications of new messages may display an excerpt of the message on the recipient's lock screen.

17.4. Either member may close a Bridge at any time; closing is final and immediate for both members, after which the conversation history remains readable for each member until they remove it from their list.

17.5. If you delete a message, it is removed for all members, subject to copies that may remain for a limited time on devices and with technical providers as described in the Privacy Policy. If you delete your Account, the Shared Conversations you participated in are closed and remain readable for the other member, with your messages retained as text without your name, and your media deleted.

17.6. You are solely responsible for the content you send and for what you choose to disclose to other Users. The Provider has no control over, and is not responsible for, how other Users use content you have shared with them (including screenshots, copies or disclosures).

17.7. You represent that you hold all rights and consents necessary to share User Content, including information concerning third parties.

§18. Term, termination and Account deletion

18.1. You may terminate the agreement at any time, without giving reasons and free of charge, by deleting your Account from within the App (Settings) or by sending a request to kontakt@affinity-intelligence.com. Deletion within the App is effective immediately; requests sent by e-mail are executed without undue delay, no later than within 30 days.

18.2. A Consumer may withdraw from the agreement within 14 days of its conclusion without giving reasons by sending a statement to the e-mail address above; deletion of the Account within that period has the same effect.

18.3. The Provider may terminate the agreement with 30 days' notice for important reasons, in particular the permanent discontinuation of the App, a change in the law, or a decision of an authority or an App Store Provider preventing further provision of the Service.

18.4. The Provider may terminate the agreement with immediate effect, by blocking and deleting the Account, in the event of a gross or repeated breach of these Terms, a breach of §10, or the use of the App in a manner that threatens the safety of other persons or the App.

18.5. Upon termination, the Account and its data are deleted in accordance with the Privacy Policy; it is your responsibility to save content you wish to keep before deletion. Provisions which by their nature should survive termination (in particular §§11–14, 19 and 21–26) survive it.

§19. Licence and intellectual property

19.1. The App, including its software, source code, AI prompts and system instructions, design, graphics, texts, templates, the twelve-step map, databases, trademarks and logos, is protected by copyright, database and industrial property rights vested in the Provider or its licensors.

19.2. Subject to compliance with these Terms, the Provider grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence, free of charge and territorially unlimited, to download,

install and use the App on a device you own or control, solely for your personal, non-commercial purposes, for the duration of the agreement.

19.3. No rights other than those expressly granted are transferred to you. The licence expires automatically upon termination of the agreement.

19.4. You retain all rights to your User Content. You grant the Provider a non-exclusive, royalty-free, worldwide licence, for the duration of the agreement and for the period necessary to complete deletion, to store, reproduce, process, transmit (including to the AI providers indicated in the Privacy Policy) and display your User Content to the members of your Bridges, solely to the extent necessary to provide, secure and maintain the Service.

19.5. To the extent permitted by law, the Provider does not claim ownership of AI Output generated in your conversations; AI Output may not be unique and similar output may be generated for other Users.

19.6. Feedback and suggestions you provide may be used by the Provider freely and without remuneration.

Part IV. Liability, complaints and final provisions

§20. Changes to the App and to the Terms

20.1. The Provider may modify, update, add or withdraw functionalities of the App, in particular for reasons of security, legal compliance, technical development, changes of technology providers (including AI providers) or the requirements of App Store Providers, provided that changes do not impose additional costs on Consumers and that Consumers are informed in advance of material changes adversely affecting their access to the Service.

20.2. The Provider may amend these Terms for important reasons, in particular a change of law, a decision of an authority, a change of functionalities, the introduction of new services, security reasons or a change of App Store Provider requirements.

20.3. Users will be informed of amendments in the App and/or by e-mail at least 15 days before they enter into force (or 30 days for amendments materially adversely affecting Consumers), unless a shorter period is required by law or an authority.

20.4. If you do not accept the amendments, you may terminate the agreement by deleting your Account before they enter into force. Continued use of the App after the effective date constitutes acceptance of the amendments, to the extent permitted by law.

§21. "AS IS" and "AS AVAILABLE"

21.1. To the maximum extent permitted by applicable law, the App is provided "as is" and "as available", with all faults, and the Provider disclaims all warranties, representations and conditions of any kind,

express, implied or statutory, including warranties of merchantability, fitness for a particular purpose, accuracy, quiet enjoyment and non-infringement.

21.2. The Provider does not warrant that the App will be uninterrupted, timely, secure, error-free or free of viruses, that data will not be lost, that defects will be corrected, or that the App will meet your expectations or produce any particular result.

21.3. The App may be temporarily unavailable due to maintenance, updates, failures or the unavailability of third-party services (hosting, AI providers, push notification services, e-mail providers, App Store Providers). The Provider will make reasonable efforts to limit interruptions and, where possible, to announce planned maintenance.

21.4. Nothing in this §21 limits the statutory rights of Consumers regarding the conformity of digital services with the contract, which cannot be excluded or limited.

§22. Limitation of liability

22.1. To the maximum extent permitted by applicable law, the Provider shall not be liable for: (a) any indirect, incidental, special, consequential, exemplary or punitive damages, or loss of profits, data, goodwill or opportunity; (b) damage resulting from decisions taken by Users on the basis of the App or AI Output; (c) damage caused by the conduct of other Users, Bridge partners, Sponsors or third parties, including User Content; (d) damage resulting from the unavailability or malfunction of the App, the Crisis Protocol or third-party services; (e) damage resulting from the User's failure to secure their device or credentials, or from unauthorised access to the device; (f) damage resulting from force majeure.

22.2. To the maximum extent permitted by applicable law, the Provider's total aggregate liability arising out of or in connection with the App and these Terms, regardless of the legal basis, is limited to PLN 200 (or its equivalent in another currency).

22.3. The limitations and exclusions in these Terms do not apply to: (a) damage caused intentionally or through gross negligence; (b) death or personal injury caused by the Provider's fault, to the extent liability cannot be limited by law; (c) liability under mandatory product liability rules; (d) the statutory rights of Consumers that cannot be excluded or limited by contract, including liability for non-conformity of digital services; (e) any other liability that cannot be limited or excluded under applicable law. If the law of your country does not permit certain limitations, they apply to you only to the extent permitted.

§23. Indemnity

To the extent permitted by applicable law, you shall indemnify and hold harmless the Provider and its officers, employees and contractors from claims of third parties (including other Users and App Store Providers), and related reasonable costs, arising from your User Content, your breach of these Terms or your violation of the law or third-party rights, provided that you are at fault. For Consumers, this clause applies only within the limits of statutory liability for damage.

§24. Complaints and conformity of the Service

24.1. Complaints regarding the App, including its non-conformity with the contract, may be submitted by e-mail to kontakt@affinity-intelligence.com. A complaint should include your Account e-mail address, a description of the problem and your request.

24.2. The Provider will respond within 14 days of receipt; if a complaint lodged by a Consumer is not answered within that period, it is deemed accepted to the extent required by law.

24.3. In the event of non-conformity of the digital service with the contract, Consumers have the rights provided for by law, in particular to request that the Service be brought into conformity and, under statutory conditions, to withdraw from the agreement.

24.4. Consumers may use out-of-court complaint and redress procedures, including assistance from a municipal or district consumer ombudsman, the Polish Consumer Federation, permanent consumer arbitration courts at the Provincial Inspectorates of Trade Inspection and, for residents of other EU Member States, the European Consumer Centres network. Use of such procedures is voluntary for both parties.

§25. Personal data

The controller of personal data is the Provider. The App processes personal data, including data concerning health and emotional state, in accordance with Regulation (EU) 2016/679 (GDPR) and the Privacy Policy. Data concerning health are processed only on the basis of your explicit consent.

§26. Governing law, jurisdiction and final provisions

26.1. These Terms and any non-contractual obligations arising in connection with them are governed by the laws of the Republic of Poland. In the case of Consumers, this choice of law does not deprive you of the protection afforded by the mandatory provisions of the law of the country of your habitual residence.

26.2. Disputes with Users who are not Consumers shall be settled exclusively by the common court having jurisdiction over the Provider's registered office. Disputes with Consumers shall be settled by the courts having jurisdiction under generally applicable law; a Consumer residing in the EU may bring proceedings before the courts of their Member State of residence.

26.3. Severability: if any provision of these Terms is or becomes invalid, ineffective or unenforceable, in whole or in part, the remaining provisions remain in full force and effect, and the affected provision shall be replaced by a valid provision that most closely reflects its economic and legal purpose, to the extent permitted by law.

26.4. The Provider's failure to enforce any right does not constitute a waiver of that right.

26.5. You may not assign your rights or obligations under these Terms. The Provider may assign the agreement to a successor in connection with a merger, acquisition or transfer of the business, provided that the Consumer's position is not adversely affected; Consumers will be informed in advance and may terminate the agreement.

26.6. These Terms are available free of charge in the App and on the website in a form that allows them to be downloaded, saved and printed.