

## **TERMS AND CONDITIONS FOR USING THE YEPP AI APP**

### **I. DEFINITIONS**

1. Application - software under the name of Yepp AI, developed by the Service Provider and made available to the User via a web browser in the domain [www.yepp.ai](http://www.yepp.ai), owned and administered by the Service Provider, used in particular to create content based on artificial intelligence to improve the User's activities,
2. API - programming interface of the Application,
3. Web browser - an application installed on an electronic device that allows searching and playing content on the Internet,
4. Artificial intelligence - software/algorithm using machine learning processes, collecting and processing data provided by the User,
5. Account - a fully activated account, maintained for the User by the Service Provider under a unique name (login), which is a collection of resources where the User's data and information about his/her activities in the use of the Application are collected,
6. Regulations - this document,
7. Online Store/Store - a store located on the domain [www.asystem.ai](http://www.asystem.ai), allowing you to purchase a subscription to the Yepp AI package;
8. Subscription - an access plan that allows the User to use the Application;
9. Agreement - an agreement for the provision of services by the Service Provider to the User as part of the use of the Application, concluded for an indefinite period of time in accordance with the procedure specified in the Regulations, the subject of which is the provision of Services to the extent and under the conditions included in the Regulations and for remuneration indicated in the price list available at: [www.yepp.ai](http://www.yepp.ai);
10. Electronic device - a device that allows the use of the Application and the data service, in particular, but not limited to, a desktop computer, laptop, cell phone or tablet, operating on the basis of an operating system that allows viewing Internet content,

11. Services - services provided by the Service Provider to Users electronically within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended) in connection with the use of the Applications
12. Service Provider - Yepp spółka z ograniczoną odpowiedzialnością with its registered office in Lusowo, 5 Słoneczna Street, 62-080 Poland entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań-Nowe Miasto and Wilda in Poznań, VIII Economic Department of the National Court Register under number 0001003423, REGON 523717121, NIP 7812043227, share capital of PLN 10,000.00, mailing address: 5 Słoneczna Street, 62-080 Lusowo, Poland
13. User - an individual, legal entity or unincorporated organizational unit, conducting business, being the disposer of an Electronic Device and Internet user using the Application,
14. Consumer - a natural person making a legal transaction with an entrepreneur that is not directly related to his/her business or professional activity. For the purposes of these Regulations, the term Consumer shall also be understood as a natural person entering into an agreement directly related to his/her business activity, when the content of the agreement shows that it is not of a professional nature for this person, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.
15. Technical Interruption - a temporary shutdown of the functionality of the Application in whole or in part, related to the failure of the Application, including the Application servers, or related to the need for maintenance of these servers or upgrading or rebuilding of the Application, during which it is not possible to use all or selected Services,
16. Force Majeure - an external event which the User and the Service Provider could not foresee and which the User or the Service Provider could not counteract with due diligence and which was not the result of errors or negligence of the User or the affected Service Provider, preventing the use of the Application in whole or in part, permanently or for a certain period of time.

## **II. GENERAL PROVISIONS**

1. These Terms and Conditions govern the use of the Yepp AI Application running on Electronic Devices.

2. The Service Provider shall make the Terms and Conditions available free of charge prior to the conclusion of the Agreement in a manner that allows Users to obtain, reproduce and record their content by printing or saving on a medium at any time. These Regulations are continuously available on the website [www.yepp.ai](http://www.yepp.ai).
3. The user is obliged to comply with the provisions of the Regulations from the moment of acceptance.
4. All rights to the Application, including the source code, content, graphics used, layout, content of the Application and other elements related to the Application and all materials contained therein, including property copyrights, intellectual property rights to its name, logos belong to the Service Provider or third parties, and the use of the same may be carried out only in the manner specified and in accordance with the Terms and Conditions. Within the Application, trademarks and brand names are presented for informational purposes only and are the property of the relevant entities.
5. The Service Provider has the right to post advertising content on the Application regarding the Services offered, as well as goods and services of third parties.
6. The technical prerequisite for the use of the Yepp AI Application is the possession of an Electronic Device with access to the Internet and with an Internet browser installed. For the use of some Services, it is necessary to have an e-mail account running on any server. The use of the Yepp AI Application is possible through the web browser Google Chrome, Mozilla Firefox, Opera, Microsoft Edge, Safari, Brave. At the same time, for the optimal operation of the Application, we recommend downloading and using the latest version of the browser of your choice. The Application may not work properly on older browser versions.
7. In order to use the full functionality of certain Services available on the Yepp AI Application, it is necessary to enable SSL secure data transmission protocol, Java Script, Java, Flash, and cookies in the User's web browser.
8. These Terms and Conditions define the use of the Yepp AI Application, which is designed to assist the work of Users using it by automating processes and using artificial intelligence mechanisms.

### III. RULES FOR USING THE APPLICATION

1. The Service Provider allows Users to use the Services provided by the Service Provider, in particular, the ability to generate content such as email, newsletters, sales slogans, product descriptions, articles, content for websites or a blog as part of the Applications.
2. Use of the Application may be made only under the terms and to the extent indicated in the Regulations.
3. The Service Provider recommends using the Application for the User's own use. However, it is the User who decides how to use the Content generated in the Application. The User shall be fully responsible for the use of the Content generated in the Application. The Service Provider does not agree to use the resources and functions of the Application for the purpose of conducting activities by the User that would violate the law, rules of social intercourse, good morals or the interests of the Service Provider.
4. It is forbidden for the User to use the Application or Services in a manner that violates applicable laws, rules of social coexistence, good morals, the personal interests of third parties or the legitimate interests and good name of the Service Provider, including, in particular, the introduction of content containing: vulgarisms, obscene, pornographic content, incitement to the spread of hatred, racism, xenophobia and conflict.
5. In particular, users are required to:
  - a. Use of the Application in a manner that does not interfere with its operation,
  - b. use the Application in a manner that is not burdensome to other Users and the Service Provider, respecting the personal rights of third parties (including the right to privacy) and any other rights they may have,
  - c. use of any information and materials made available through the Application only within the scope of permitted use.
6. The use of the Application, as well as the use of the Services offered through it and the use of the Application is subject to payment according to the terms of the Regulations, according to the prices from the price list posted on the Service Provider's website at [www.yepp.ai](http://www.yepp.ai). A change in the price list of the Services provided does not require an amendment to the Regulations. The Service Provider will inform the User about each change in the price list no later than 14 days before the amended price list comes into effect. The User who does not accept the price list changes referred to in the preceding sentences

has the right to terminate the Agreement in accordance with Section VII, paragraph 1 of the Regulations within 14 days from the date of receipt of the aforementioned information. In the case of submission of a statement of termination of the Agreement for the reasons described in this item. The User will be obliged to pay the subscription in the amount determined in accordance with the previously effective price list until the expiration of the notice period.

7. Use of the Application's functions requires connection to the Service Provider's server via a telecommunications network and use of a data transmission service or activation of wireless links. The User shall pay fees for the use of the data transmission service to the relevant telecommunications operator according to the tariffs set by such operator.
8. In order to use the Application on an Electronic Device, the User accesses [www.yepp.ai](http://www.yepp.ai) via an Internet Browser.
9. The User may use the Application on any electronic devices provided that the User's account is logged in.
10. The procedure for gaining access to the Application includes the submission of a statement of acceptance of the content of the Terms and Conditions by the User.
11. The contract for the use of the User Account is concluded for an indefinite period of time and is governed by these Regulations. The moment the agreement is concluded is when the User confirms his/her desire to register a User Account by clicking on the "Register" button, completing the process of registering a User Account.
12. The User may stop using the Application at any time by terminating the agreement concluded by accepting the Terms and Conditions through the Application or by sending a termination statement to the Service Provider's address - in accordance with Section VII of the Terms and Conditions.
13. In the event that the User is found to be committing actions prohibited by law or the Regulations, or violating the rules of social coexistence or harming the legitimate interests of the Service Provider, including harming the good name of the Service Provider or third parties, the Service Provider may take any action permitted by law, including restricting the User's ability to use the Application and the Services provided through it, including suspending or deleting the User's Account. In such a case, the Service Provider's liability for damages is excluded.

14. In the event of termination of the Application Agreement, the Service Provider shall deactivate the User's access to the Application immediately in the event of withdrawal from the Agreement or as of the last day of the notice period.
15. The Service Provider shall use its best efforts to ensure that access via the Application to data from the Application servers is possible 24 hours a day and 7 days a week, which does not exclude the Service Provider's right to order a Technical Break and temporarily limit or exclude all or part of the above access.
16. If it is necessary to order a Technical Interruption, the Service Provider will inform you of the expected date of occurrence and duration of the Technical Interruption in a message displayed directly on the Application.

#### **IV. SERVICES AVAILABLE WITHIN THE APPLICATION**

1. Provision of the Services shall be made in accordance with the terms of these Regulations.
2. The services available in the Application are chargeable, and the available Subscription plans along with the price list are available at [www.asystem.ai](http://www.asystem.ai).
3. The Service Provider allows within the Application, among other things:
  - a) generating email type content,
  - b) generating newsletter-type content,
  - c) Generating content like sales slogans,
  - d) Generating content like product descriptions,
  - e) generating article-type content,
  - f) Generating content such as descriptions for a website or weblog, etc.
4. The user has the ability to create queries and receive responses generated by the Application, which works on the basis of Artificial Intelligence.
5. The User shall be solely responsible for the accuracy, reliability and compliance with the law, rules of social coexistence and good morals of the content, data and documents entered by the User into the Application and used by the User within the Service. The User shall be responsible for ensuring that the content, data and documents he/she enters into the Application do not violate the rights of third parties and that he/she has the right to use them within the Application.

6. Content created within the Application and API is created by the algorithm (Artificial Intelligence) and is a suggestion proposed by the algorithm (Artificial Intelligence) of the Application and API and is for informational purposes only. Given the probabilistic nature of machine learning (Artificial intelligence), the use of the Application and API may result in irregularities, errors or omissions in the content generated with the Application and API. The User is obliged to verify them in terms of their compliance with the law, rules of social coexistence, good morals, as well as in terms of compliance with generally accepted principles of knowledge. The Service Provider shall not be responsible for the content created in the Application and API based on the data and queries entered by the User, and any corrections before using such content should be made by the User.
7. In the event that the content created in the Application constitutes a work, within the meaning of the Act of February 4, 1994 on Copyright and Related Rights, the User has the right to use it in a manner related to his/her business in any way and to make any modifications in the event that he/she considers that such modification will improve the quality of the generated content.
8. The user is entitled to freely decide on the use of the generated content, with the restriction to use it in a way that does not conflict with the Regulations and generally applicable laws, rules of social coexistence, good morals and in a way that does not violate the rights or personal property of third parties.
9. In order to best match the generated content to the User's expectations, the User agrees to collect information and provide such information to the Service Provider.
10. Data/queries entered into the Application should be edited in a clear and understandable manner, moreover, they must be in accordance with the provisions of Section III, paragraphs 3-5 of the Regulations.
11. The User posts information about himself in the Application voluntarily.
12. Within the limits allowed by law, the Service Provider is entitled to remove, in whole or in part, content that violates these Regulations or the applicable laws, rules of social coexistence, good morals, as well as the rights or personal interests of third parties.
13. The content that is the subject of the service is generated through the mechanisms of Artificial Intelligence, which is an asset belonging to the Service Provider, and the way in which it works is a business secret of the Service Provider.

14. The transaction between the User and the Service Provider is carried out under the terms of the Regulations and generally applicable laws.

## **V. ACCOUNT**

1. Users can use the Application only after registering and subscribing to one of the Subscription plans indicated on [www.yepp.ai](http://www.yepp.ai).
2. The User's registration in the Application shall be performed by prior acceptance of the Regulations and entering into the registration form true, current, complete and correct User data, in particular such as e-mail address and password. In the case of Users who are legal entities or organizational units, any actions including setting up an Account may be performed only by persons who are properly authorized to act in this regard on behalf of the aforementioned entities.
3. It is forbidden for the User to use data, including email addresses, of other persons during registration. The use of false, outdated, incorrect or incomplete data or data of other persons is grounds for terminate with immediate effect the Agreement concluded between the User and the Service Provider.
4. After completing and confirming the data contained in the registration form, the User is required to confirm the registration in the manner indicated in the email sent to the email address provided by the User.
5. The conclusion of the Agreement between the User and the Service Provider for the provision of services under the conditions specified in the Regulations shall take place upon confirmation of registration, as referred to in the first sentence of paragraph 4 above.
6. Simultaneously with the conclusion of the Agreement in the Application for the User, an Account is made available. The Account contains the User's data provided by the User in the registration form. In the event of any changes to the data included in the Account, the User is obliged to update it immediately. The Service Provider shall not be liable for any irregularities resulting from failure to update the data.
7. A user may have one Account. It is forbidden to use other people's Accounts and to share Accounts with third parties.



## VI. LICENSE

1. Upon conclusion of the Agreement, the Service Provider grants the User a license to use the Application exclusively within the Application. The license is non-exclusive, nontransferable and territorially unlimited. The license to use the Application is payable in accordance with the selected Subscription and price list available at: [www.yepp.ai](http://www.yepp.ai).
2. The license is granted for an indefinite period, but not longer than the term of the Application Agreement.
3. The License authorizes the use of the Application on the User's Electronic Devices in the quantity specified in the offer of the respective subscription plan, without the right to grant sublicenses.
4. Any activities of the User related to:
  - a. Investigating and testing the functioning of the Application in order to learn the idea and principles of its functioning, including: disassembly, decompilation, translation, as well as making other attempts to discover the source code or basic components models, algorithms and systems of the Application (except to the extent that such restrictions are contrary to applicable law),
  - b. independent programming modification of the Application,
  - c. separating components of the Application, as well as any modification, decompilation and disassembly of such components and their use separately from the Application,
  - d. obtaining information, other than from the Service Provider, about the internal structure or operating principles of the Application,
  - e. publishing Applications,
  - f. other than publishing making the Application available to third parties, including renting, leasing, lending or transferring, in particular for the purpose of copying the Application,
  - g. use of the Application in violation of the Regulations, including as a result of taking actions prohibited by the Regulations or applicable law,
  - h. reverse engineering.

5. Violation of the rules of the license by the User entitles the Service Provider to terminate the Agreement with immediate effect and, in special cases, the possibility of civil liability, including for the Service Provider's losses related to the undesirable actions of the User.

## **VII. TERMINATION**

1. Provision of services by the Service Provider under the Account that enables the use of the Application shall be indefinite, but not longer than the term of the Agreement.
2. The User has the right to terminate the Agreement (close the Account) at any time with one month's notice, effective at the end of the calendar month.
3. The User may submit a statement of termination of the Agreement by notice in writing by sending it to the Service Provider's mailing address specified in these Terms and Conditions or electronically to the e-mail address: [hello@yepstudios.com](mailto:hello@yepstudios.com)
4. The template for termination of the Agreement is attached hereto as Appendix No. 1.
5. Subject to the other provisions of the Terms and Conditions, the Service Provider is entitled to terminate the Agreement with one month's notice.
6. A User who is a Consumer, within 14 days from the date of conclusion of the Agreement, may withdraw from the Agreement without giving any reason and without incurring costs, by submitting an appropriate statement to the Service Provider. The statement of withdrawal from the Contract may take any content from which the Consumer's will to withdraw from this Contract will be evident. In the case of submitting a statement of withdrawal, the Consumer may, in particular, use the form of withdrawal from the Contract, attached as Appendix No. 2 to these Regulations.
7. Upon receipt of the Consumer's statement of withdrawal, the Service Provider will send confirmation of receipt of the statement to the Consumer's e-mail address.
8. The Consumer may submit a statement of withdrawal in writing by sending it to the Service Provider's mailing address specified in these Terms and Conditions or electronically to the e-mail address: [hello@yepstudios.com](mailto:hello@yepstudios.com)

9. Cancellation of the Agreement or termination of the Agreement will result in deletion of the Account, disabling access to the Application and concomitant discontinuation of Services by the Service Provider.
10. The deletion of the User's Account by the Service Provider will take place after the expiration of the termination period of the Agreement or, in the case of withdrawal from the Agreement, upon receipt by the Service Provider of the statement on withdrawal from the Agreement.
11. The User acknowledges and agrees that cancellation of the Services, termination of the Agreement, withdrawal from the Agreement or deletion of the Account is tantamount for that User to the irretrievable loss of all data collected under that User's Account.

## **VIII. PERSONAL DATA**

Detailed information on the collection and processing of personal data is governed by the Privacy Policy, which is attached as Appendix 4 to the Regulations.

## **IX. ADVERTISEMENTS**

1. The User may file complaints regarding the Services provided through the use of the Application, and in particular their non-performance or improper performance.
2. Complaints may be submitted in writing in the form of a registered letter to the Service Provider's mailing address specified in these Terms and Conditions or electronically to the e-mail address: [hello@yepstudios.com](mailto:hello@yepstudios.com). A sample of the complaint form is attached as Appendix No. 3 to these Regulations.
3. The notification of the complaint should include the designation of the person making the complaint (name and surname, company, address of residence or registered office, e-mail address) and as precise a description as possible of the event giving rise to the complaint.
4. Complaints will be considered within 14 days from the date of their receipt by the Service Provider.

## **X. SERVICE PROVIDER LIABILITY**

1. The Service Provider shall not be responsible for technical problems or technical limitations occurring in the computer equipment, terminal device, data communications system and telecommunications infrastructure used by the User, which prevent the User from using the Application or Services correctly.
2. Unless otherwise provided by mandatory provisions of law, the Service Provider shall not be liable for:
  - 1) loss of data by the User within the Account caused by force majeure or circumstances on the part of the User or a third party. The exclusion referred to in the preceding sentence also applies to liability for damage caused by computer viruses, hacking of the Account, interception of the Password by third parties, if these events occurred through no fault of the Service Provider,
  - 2) negative consequences of the User's failure to log out of the Account at the end of a given session and the User's use of the "Remember Me" option on a device that is also used by others,
  - 3) the consequences of the User's use of the Account and the Application in a manner contrary to the applicable law, rules of social coexistence, good morals, the provisions of the Terms of Use, as well as any damages related thereto,
  - 4) The consequences of the User providing false Personal Data during registration,
  - 5) the consequences of the use during the Account registration process by an unauthorized person of the e-mail address and/or other data of a person who has not consented to it.
3. The Service Provider shall not be liable for Users' temporary inability to use the Account or the Application, caused by a Technical Interruption, if the Technical Interruption was announced in the manner specified in the Regulations, as well as for any damages resulting from the ordering of the Technical Interruption.
4. Force Majeure shall not constitute a failure to perform or improper performance of the Service, provided that it is demonstrated by the party claiming it.
5. For Users who are neither Consumers nor Entrepreneurs, as referred to in Article 385<sup>5</sup>

of the Civil Code, the Service Provider's liability is limited to cases of intentional fault, excluding lost profits and indirect damages. The Service Provider's liability to the User is limited to the amount of remuneration due to the Service Provider from that User for the 6 months of provision of Services preceding the month of occurrence.

6. You shall be solely responsible for the acts or omissions of another entity that you allow to use your Account contrary to the provisions of these Terms and Conditions, as for your own acts or omissions.

## **XI. FINAL PROVISIONS**

1. The regulations are available in English.
2. Consumers have the option of resolving disputes before an amicable court or submitting them to the settlement of permanent amicable consumer courts operating at provincial inspectorates of the Commercial Inspection. Consumers can also use the platform of the online contract dispute resolution system concluded at a distance between consumers and businesses, located at <http://ec.europa.eu/consumers/odr>.
3. Settlement of any disputes arising between the Service Provider and the User who is not a Consumer shall be submitted to the court having jurisdiction over the seat of the Service Provider.
4. The Service Provider is entitled to unilaterally make changes to the Terms and Conditions. The User will be informed of the changes being made through an appropriate announcement in the Application, including a summary of the changes and the effective date of the changes, as well as by sending an appropriate e-mail message to the e-mail address provided by the User. The effective date of the changes will not be less than 14 days from the date of their announcement. If the User does not accept the new content of the Terms and Conditions, he/she is obliged to notify the Service Provider within 14 days from the date of notification of the changes to the Terms and Conditions. Lack of acceptance will result in termination of the Agreement.
5. In matters not regulated in these Regulations, the provisions of the Act of April 23, 1964 Civil Code (i.e., Journal of Laws of 2022, item 1360, as amended), the provisions of the

statute of July 18, 2002 on the provision of electronic services (i.e., Journal of Laws of 2020, item 344, as amended), the Act of May 30, 2014 on consumer rights (Journal of Laws of 2020, item 287, as amended), the Act of May 10, 2018 on personal data protection (i.e., Journal of Laws of 2019, item 1781, as amended), and the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119/1) and other relevant provisions of common law in force in Poland.

6. In the event that any provision of the Terms and Conditions is found to be invalid, illegal, unenforceable or deemed so by an authorized body, the remaining provisions of the Terms and Conditions shall remain in effect.
7. These Regulations and the Agreement concluded with the User are governed by Polish law.

**ATTACHMENT NO. 1 TO THE REGULATIONS - Termination of contract form**

Yepp sp. z o.o. 5 Sloneczna St.

62-080 Lusowo, Poland

email: [hello@yeppestudios.com](mailto:hello@yeppestudios.com)

User's name / company

.....

Email address

provided during registration:

.....

User's address (required only for mail correspondence):

.....

**Termination form**

(to be completed and returned only if you wish to terminate the contract)

I hereby terminate the contract for the provision of Services, entered into between me and Yepp limited liability company, upon notice.

Date of agreement: ..... (please specify the date of registration of the User Account).

User's signature (only if the form is submitted in hard copy):

.....

**ATTACHMENT NO. 2 TO THE REGULATIONS - withdrawal form**

Yepp sp. z o.o. 5 Sloneczna St.

62-080 Lusowo, Poland

email: [hello@yepstudios.com](mailto:hello@yepstudios.com)

Name of consumer(s)

.....

Email address provided during registration:

.....

Consumer's address

(required only for mail correspondence):

.....

I hereby give notice of my withdrawal from the contract for the provision of Services, concluded between me and Yepp spółka z ograniczoną odpowiedzialnością on

..... (please provide date registration User Account).

The consumer's signature (only if the form is sent on paper):

.....

**APPENDIX NO. 3 TO THE REGULATIONS - complaint form**

Yepp sp. z o.o. 5 Sloneczna St.

62-080 Lusowo, Poland

email: [hello@yepstudios.com](mailto:hello@yepstudios.com)

User's name /company

.....

Address .....

**Complaint regarding the provision of electronic services**

I hereby give notice that in connection with the provision of electronic services by Yepp sp. z o.o., I submit a complaint regarding the service: [name of service].

..... [problem

description].

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Yours sincerely

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## **APPENDIX NO. 4 TO THE REGULATIONS - PRIVACY POLICY**

### **Yepp AI Privacy Policy**

Our goal is to make you feel secure when you use our Application - via the website at: [www.asystem.ai](http://www.asystem.ai) (hereinafter referred to as the Website), so your privacy and the protection of your personal rights are important to us. Therefore, please read carefully the summary below, which tells you how our Website works. You can be assured that your data will be handled transparently and fairly, and that we will make every effort to treat your data with care and responsibility. The Website secures your data from being accessed by unauthorized persons, as well as from being processed in violation of applicable laws. Moreover, it exercises constant control over data processing and restricts access to data as much as possible, granting appropriate authorizations only when necessary for the proper operation of the website.

The following Privacy Policy is intended to inform you about our use of your personal data, with respect to which we comply with all the requirements of the Polish Personal Data Protection Act (Journal of Laws of 2019, item 1781) and the requirements of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 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; (hereinafter: "RODO") as well as the Telecommunications Law (Journal of Laws 2022, item 1648, as amended).

### **What data do we process?**

Your personal data is collected and used only with your consent. Exceptions to this rule are situations where prior consent is not possible due to circumstances data, and the processing of data is permitted under applicable laws.

The Administrator processes only those personal data that: 1) you provide or leave as part of your use of the Service; 2) are necessary for the use of the Application.

Necessary personal data is primarily the data necessary to set up and use an account on the Service (as far as the Service provides it), i.e. primarily the e-mail address and first name you provide to us, for example, as part of a form available on the Service, as well as the data you leave as part of moving around the Service, i.e., among other things, the data you leave in so-called cookies.

### **Who is the data controller?**

The administrator of your personal data for the purposes of the RODO, other legal acts in force in the EU member states and other regulations relating to data protection is Yepp spółka z ograniczoną odpowiedzialnością, based in Lusowo (62080) 5 Słoneczna Street, Poland registered in the National Court Register kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Economic Department of the National Court Register, under KRS number:

0001003423, NIP: 7812043227, REGON: 523717121, share capital: PLN 10,000. (hereinafter: "Yepp sp. z o.o.").

Protecting your personal information is our top priority. Therefore, to further strengthen it, we have appointed a Personal Data Supervisor (hereinafter: "Supervisor") for all services offered by Yepp Ltd.

Our Inspector is Jakub Stoinski. The contact address for the Inspector is: kuba@yepp.ai, and the mailing address is: Yepp Sp. z o.o., 5 Słoneczna St., 62-080 Lusowo, Poland. This is the person who can be contacted on all matters concerning the processing of personal data and the exercise of rights related to such processing.

### **The purposes of processing your personal data and the legal basis for its processing:**

**The purpose of processing your personal data before the administrator is:**

- 1) To conclude and perform the contract between Yepp Ltd. and the user for the performance of the Service, to tailor the Services to the Users' needs, to analyze and improve Services and ensuring the security of the Services (hereinafter: "Performance of Services");
- 2) making statistical measurements (hereinafter: "Statistics") of marketing (including data analysis and profiling for marketing purposes) of the administrator's products and services (hereinafter also: "Own marketing").

**Your personal data may be processed under the following regulations:**

- 1) **Article 6(1)(a) of the RODO** - it provides the legal basis for processing your personal data with your consent. Giving the aforementioned consent is voluntary and in no way affects the conclusion of the Agreement between you and the Administrator. You may withdraw the consent specified above at any time. Withdrawal of consent does not affect the lawfulness of the processing performed on the basis of consent before its withdrawal.
- 2) **Article 6(1)(b) RODO** - the provision indicates that your personal data may be processed for the purpose of performing a contract to which you are a party, or to undertake processing activities that are necessary prior to the conclusion of the contract - this applies to data necessary for the performance of the Contract referred to in point 1) above.
- 3) **Article 6(1)(f) of the RODO** - applies for purposes arising from our legitimate interest. Our legitimate interest is to create a website that is attractive and safe for you, as well as to optimize it to not only meet our business objectives, but above all to meet your expectations;

**Period of personal data processing**

We process and store your personal data only for as long as necessary to fulfill the purpose of storage or as long as we are required to do so by law or regulation. As soon as the purpose is no longer applicable or has been fulfilled, your personal data will be deleted or its processing will be restricted. In the case of restriction of processing, such data will be deleted as soon as the

retention periods imposed by law, contract/company statute or contractual provisions no longer prevent such deletion, unless there is reason to assume that such deletion would jeopardize legitimate interests and provided that such deletion would not require a disproportionate effort due to the special nature of the storage. Data collected for the performance of the Service will be retained for the duration of the Service and for the period of the statute of limitations for claims, if the processing of personal data is necessary for the Administrator to assert or defend against possible claims.

To the extent that your personal data is processed on the basis of consent, you have the right to withdraw your consent at any time, which does not affect the lawfulness of the processing carried out on the basis of your consent before its withdrawal.

### **Collection of your personal data and information related to logging**

Based on the content of Article 6(1)(f) of RODO, the administrator collects a number of data and general information each time you access the website. This data and information is stored temporarily in server logs. A record of your log is created each time an automatic login is performed by the computer system that processes this information. These data include:

- 1) date, time or frequency - when it comes to accessing the Website;
- 2) way to hit the site;
- 3) The browser you are using and its version;
- 4) The operating system you are using;
- 5) the time of your familiarization with the content of the site.

This data is necessary for marketing purposes, research, market definition as well as determining the structure of the administrator's services. The purpose of data processing is to meet demand by creating and analyzing usage profiles using only the name and e-mail address of the person who uses the website.

### **Is there a data requirement?**

Providing personal data is voluntary, however, failure to provide data marked as necessary to provide the Services to you will prevent the Services from being provided. This is important

because without certain data we cannot provide the Services to you - an example would be the necessity of an e-mail address for the provision of the Service of creating and using an account.

### **To which recipients will your personal data be transferred?**

Your data may be transferred to entities that process personal data on behalf of the controller only if it is necessary to realize the subject of the contract, among others, to IT service providers - with such entities processing data on the basis of relevant data processing entrustment agreements. These are always entities specialized in a particular field.

Your data may also be made available to entities entitled to obtain them under applicable law, e.g. law enforcement agencies in the event of a request by the authority on the appropriate legal basis (e.g. for the purposes of ongoing criminal proceedings).

### **What are your rights related to the processing of personal data?**

In connection with the collection of your personal data, you have the following rights:

- 1) The right to access the data (including obtaining a copy of the data);

At any time you have the right to request information regarding the personal data we hold about you, and you have the right to obtain a copy of the data we hold.

- 2) The right to request rectification of your data;

At any time you have the right to request immediate rectification as well as supplementation of personal data about you that is stored with us.

- 3) The right to restrict the processing of your personal data;

You have the right to request the controller to restrict the processing of your personal data in the cases indicated in Article 18 of the RODO.

- 4) The right to delete your personal data;

You have the right to demand from the administrator the immediate deletion of the data collected so far

Your personal data, on the other hand, the controller is obliged to delete your personal data without undue delay, if one of the grounds indicated in Article 17(1) of the Act is present.

1 RODO.

5) The right to portability of your data;

You have the right to receive your personal data from the controller, in a structured, commonly used machine-readable format. You can send this data to another data controller.

In order to exercise the above rights, you should contact the IODO - Data Protection Officer

Yepp's Personal Data Officer, whose contact information we have provided above.

6) The right not to be subject to a decision based on automated processing, including profiling;

You have the right not to be subject to a decision that is based solely on automated processing, including profiling, and produces legal effects with respect to that person or similarly significantly affects that person. The above shall not apply where the decision is necessary for the conclusion or performance of a contract between the data subject and the controller, the decision is authorized by Union law or the law of a Member State to which the controller is subject and which provides for appropriate measures to protect the rights, freedoms and legitimate interests of the data subject as well as where the decision is based on your explicit consent (Art. 22 RODO).

7) Right to object;

The provision of Article 21 RODO grants the data subject the right to object to the processing of your personal data. An objection may be lodged, among others, against the processing of personal data based on Article 6(1)(e) or (f) RODO, including profiling under the aforementioned provisions for reasons related to the particular situation of the data subject. An objection may be lodged in any form, including in writing, by telephone or by email.

8) The right to lodge a complaint with the data protection supervisory authority;

You have the right to file a complaint with the supervisory authority - the President of the Office for Personal Data Protection, if you believe that the processing of your Personal Data violates the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119/1).

### **Information about "cookies" Cookies and other similar technologies**

We want to make your experience of using our website as good as possible, so we use Cookies, Web resource analysis services on the basis of Article 6 § 1(f) of the RODO and your consent.

The entity placing information in the form of cookies and other similar technologies on the User's final device (e.g. computer, laptop, smartphone, Smart TV) and accessing them is Yepp Sp. z o.o., which may transfer IP addresses and IDs to possible partners, including analytical service partners, advertisers, etc. Cookies are IT data, in particular text files, which are stored on the Application User's terminal device. You can change your cookie settings at any time. All detailed information about the possibility and methods of using cookies is available in the settings of your software (web browser). Disabling the option in your browser to allow cookies does not generally prevent you from using the Application, but may cause some difficulties.

### **Why do we use it?**

We use cookies and other similar technologies for purposes:

- provision of services;
- adapting the content of websites and applications to the User's preferences and optimizing the use of websites; e.g. cookies allow, in particular, to recognize the User's device and appropriately display the website adapted to his/her individual needs;
- creation of statistics that help to understand how Users use the websites and applications, which allows to improve their structure and content;
- maintain the User's session (after logging in), so that the User does not have to re-enter

his/her login and password on each sub-page of the given website and application;

- presentation of advertisements, among other things, in a way that takes into account the User's interests or place of residence (individualization of the advertising message) and with a guarantee of excluding the possibility of repeated presentation of the same advertisement to the User;
- implementation of surveys - in particular, to avoid multiple presentations of the same survey to the same Recipient and to present surveys in a way that takes into account the interests of the recipients.

### **Types of cookies we use**

Due to the lifespan of cookies and other similar technologies, we use two main types of these files:

- **session** files - temporary files stored on the User's terminal device until the User logs out, leaves the website and application or shuts down the software (web browser);
- **permanent** - stored in the User's terminal device for the time specified in the parameters of cookies or until they are deleted by the User.

Due to the purpose of cookies and other similar technologies, we use the following types of cookies:

- **necessary for the operation of the service and applications** - enabling the use of our services, such as authentication cookies used for services that require authentication;
- files for security purposes, such as those used to detect authentication abuse
- **Performance** - enabling the collection of information about how websites and applications are used;
- **Functional** - enabling "remembering" the User's chosen settings and personalizing the User's interface, e.g. with regard to the User's chosen language or region, font size, appearance of the website and applications, etc;
- **Advertising** - to provide Users with advertising content more tailored to their interests;
- **Statistical** - used to count statistics about websites and applications.



In order to determine what content on our website is most appealing to you, we constantly monitor the number of visitors to our website and the most viewed content. We use the data we collect for statistical purposes, such as:

- Recording the number of visitors to our websites,
- Recording the time visitors spend on our website,
- Recording the order of visits to various websites,
- Determining which parts of our website need to be changed,
- Website optimization.

We use the following services for statistical purposes:

• **Google Analytics**

Google Analytics (Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA) is a tool used to analyze Web resources. Google Analytics uses cookies to allow the operator of a website to analyze how users use it. The information generated by the Cookie about your use of this website is usually transmitted to a Google server in the USA and is stored there. Google will truncate in advance your IP address located within the member states of the European Union or within other countries that are party to the European Economic Area Agreement. Only in exceptional cases will the full IP address be transmitted to a Google server in the USA and only shortened there. The IP address transmitted by your browser in the context of Google Analytics is not merged with other Google data. Stored Google Analytics Cookies are automatically deleted after 14 months.

• **HotJar**

We use tools from Hotjar Ltd. (Hotjar Ltd, Level 2, St Julians Business Centre, 3, Elia Zammit Street, St Julians STJ 3155, Malta, Europe) to better understand the needs and experience of our users and optimize our services (e.g., to see how much time users spend on the Sites, which links they select, track mouse movements, where they click, or how the site is scrolled, etc.). Hotjar uses cookies and other technologies to collect data about the behavior of users and their devices (in particular, the IP address of the device (captured and stored only in anonymous form), the screen size of the device, the type of device (unique

device identifiers), browser information, the country of use of the Site), click maps or other static graphs, but also session recordings. Hotjar stores this information in a pseudonymized user profile. Neither Hotjar nor we will ever use this information to identify individual users or to match it with further data of a particular user.

