

VETKURO APP TERMS AND CONDITIONS

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§ 1.

General

1. This Terms and Conditions (hereinafter referred to as the "**Terms and Conditions**") define the terms and conditions of use of the "Vetkuro" application operating at the Internet address <https://vetkuro.com/> (hereinafter referred to as the "**Application**") and the services provided by the Service Provider.
2. The application is used to analyze driving, telemetry, lap time measurement, broadly understood racing activity, as well as competition and contact between Users. In addition, the application has a social function, allowing you to share videos, participate in rankings, create and share events.
3. The Terms and Conditions are the terms and conditions referred to in Article 8 of the Act of 18 July 2002 on the provision of electronic services (hereinafter: "**the Act on the provision of electronic services**").
4. The service provider is Agudo, operating under the name Agudo Paweł Sobociński (address of the fixed place of business: Mołdawska 5/19, 02-127 Warsaw, Poland), entered into the Central Register of Information on Business kept by the minister in charge of economy, with a NIP (Tax Identification Number): 5423040067, REGON number: 360904783 (hereinafter: "**Service Provider**").
5. Contact with the Service Provider is possible via:
 - 1) e-mail – at: contact@vetkuro.com;
 - 2) traditional post – at the following address: Mołdawska 5/19, 02-127 Warsaw, Poland;

- 3) phone number – at: +48 504 426 710.
6. In accordance with the provisions of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the single market for digital services and amending Directive 2000/31/EC (Digital Services Act) (hereinafter: "**DSA**"), the Service Provider has designated a contact point for direct communication with the authorities of the EU Member States, the European Commission, the Digital Services Council and the Users of the Application on matters covered by the DSA. The contact point is available at: Mołdawska 5/19, 02-127 Warsaw, Poland.
7. The information available in the Application about the services provided by the Service Provider, in particular their descriptions, technical and performance parameters and prices, constitute an invitation to conclude an agreement within the meaning of Article 71 of the Act of 23 April 1964 Civil Code (hereinafter: "**Civil Code**").
8. Before using the Application, the User is obliged to read the Terms and Conditions and the Privacy Policy.

§ 2.

Definitions

Capitalized words used in the Terms and Conditions have the following meanings:

- 1) **Civil Code** – the term defined in § 1 section 6 of the Terms and Conditions;
- 2) **Consumer** – a natural person concluding a legal transaction with the Service Provider that is not directly related to their business or professional activity;
- 3) **Account** – a panel created in the Application's IT system, enabling the User to use its functionalities;
- 4) **Non-compliance** – it shall be understood as non-compliance of the Application Use Service with the Agreement for the provision of the Service of the Use of the Application (the criteria for assessing the compliance of the Service with the Agreement for its provision are specified in Article 43k(1)-(2) of the Consumer Rights Act);
- 5) **Review** – the User's opinion/review about the Service of using the Application, including a description of the User's experience related to the use of the above-mentioned services;
- 6) **Privacy Policy** – a document containing information on the processing of Users' personal data by the Service Provider;
- 7) **Terms and Conditions** – the term defined in § 1 section 1 of the Terms and Conditions;
- 8) **User Content** – any data (including personal data), electronic files, information and materials saved by the User on the Account;
- 9) **Application Use Service Agreement** – a digital service agreement within the meaning of the Consumer Rights Act, under which the Service Provider undertakes to provide the Application Use Service to the User free of charge; the condition for concluding the Application Service is to create an Account.
- 10) **Service of using the Application, Service** – a digital service within the meaning of the Act on Consumer Rights, consisting in enabling the User by the Service Provider to use the functionalities of the Application.
- 11) **Service Provider** – the term defined in § 1 section 4 of the Terms and Conditions;
- 12) **Consumer Rights Act** – the Act of 30 May 2014 on Consumer Rights;

- 13) **Act on the provision of electronic services** – the term defined in § 1 section 3 of the Terms and Conditions;
- 14) **User** – a person using the Application who is a Consumer.

§ 3.

Technical requirements

1. In order for the User to properly use the services provided by the Service Provider via the Application, it is necessary (depending on the version of the Application – mobile/web):
 - 1) Internet connection;
 - 2) having devices that allow you to use Internet resources;
 - 3) having a device with an Android 11 or higher or iOS 16 or higher operating system;
 - 4) current and correctly configured version of web browsers: Chrome on Android devices and desktop devices, Safari on Apple mobile devices, Chrome on desktop devices indicated;
 - 5) using a web browser that allows hypertext documents to be displayed on the screen of the device, linked to the Internet by a web service and that supports the JavaScript programming language, and also accepts cookies;
 - 6) having an active e-mail account.
2. As part of the Application, it is forbidden for Users to use viruses, bots, worms or other computer codes, files or programs (in particular those automating the processes of scripts and applications or other codes, files or tools).
3. The Service Provider informs that it uses cryptographic protection of electronic transfer and digital content by using appropriate logical, organizational and technical measures, in particular to prevent third parties from accessing data, including SSL encryption, the use of access passwords and antivirus or anti-unwanted software programs.
4. The Service Provider informs that despite the application of the security measures referred to in paragraph 3 above, the use of the Internet and services provided by electronic means may be at risk of malware getting into the ICT system and the User's device or gaining access to data on this device by third parties. In order to minimize the above-mentioned threat, the Service Provider recommends the use of antivirus programs or means protecting identification on the Internet.

§ 4.

General terms of use of services

1. The use of the Application is free of charge. However, the Service Provider reserves the right to introduce additional, optional functions or services in the future, which may be available for a fee. The Service Provider will inform the User about any change regarding the introduction of paid functions in advance.
2. The User is obliged to use the Application in a manner consistent with the provisions of generally applicable law, the provisions of the Terms and Conditions, as well as with good practices.
3. Each activity in the Application can be carried out in private or public mode. In private mode – it is not made visible to other Users.
4. When establishing contact with another User using the functionalities of the Application, the User is obliged in particular to:
 - 1) compliance with the rules of personal culture;
 - 2) immediately cease contact with another User who does not wish further contact;

- 3) refrain from violating the personal rights of another User;
 - 4) refrain from sending another User content that the User does not wish to receive.
5. The User has the right to block the receipt of messages from a specific other User and to disable this blocking at any time. During the blockade referred to in the preceding sentence, the User applying it may not send messages to another User who has been blocked. The decision to apply the blockade indicated in this paragraph is entirely up to the User, and the Service Provider does not bear any responsibility for it.
6. The User may suspend his/her Account at any time, which results in:
 - 1) not presenting your Profile Information to other Users, and
 - 2) inability to send and receive messages;
 - 3) inability to use the functionalities of the Application.
7. User may revoke the suspension of your Account at any time.
8. The provision of illegal content by the User is prohibited.
9. The User using the services provided by the Service Provider is obliged to provide only data (including personal data) consistent with the actual state. The Service Provider is not responsible for the consequences of providing false or incomplete data by the User.
10. One User may create only one Account in the Application per e-mail address.
11. The conclusion of the Agreement for the provision of the Service of using the Application requires the registration of an Account.
12. The Service Provider declares and the User acknowledges that the web version of the Application does not require the installation of updates, while the use of the Mobile version of the Application may require the installation of its updates by the User. The Service Provider will each time inform the User about the need to install an update of the Application in the mobile version by means of a message displayed within the Application.
13. The use of the Mobile Application requires its prior installation on the User's device.
14. In particular, the following shall be considered a violation of the Terms and Conditions:
 - 1) provision of illegal content by the User;
 - 2) the User's use of the Service and functionalities contrary to their intended purpose;
 - 3) providing false or incomplete data by the User;
 - 4) the User creating more than one Account using the same e-mail address.
15. In the event of a violation of the Terms and Conditions, the Service Provider may call on the User to remove it and set a deadline of not less than 7 (seven) days for this purpose.
16. Any statements, summons, notifications and information referred to in the Terms and Conditions may be sent by e-mail, unless a specific provision of the Terms and Conditions provides otherwise.

§ 5.

Application Service Agreement

1. On the basis of the Agreement for the provision of the Service of using the Application, the Service Provider enables the User to use the following functions of the Application:
 - 1) lap time measurement
 - 2) access to recorded telemetry, acceleration, speed, etc.;
 - 3) access to statistics, lap times;
 - 4) access to the database of race tracks;

- 5) access to the visualization of the racing line;
 - 6) access to telemetry analysis tools;
 - 7) the ability to integrate with telemetry devices;
 - 8) the ability to participate in social rankings;
 - 9) the opportunity to participate in community contests;
 - 10) the ability to share your results;
 - 11) the ability to like and comment on other Users' Content;
 - 12) the possibility of contact with other Users;
 - 13) the ability to create and inform about social events;
 - 14) the ability to set custom tracks according to the functionalities;
2. In order to conclude the Agreement for the provision of the Service of using the Application, the User should perform the following actions:
 - 1) go to the website of the Application and go to the registration form or run the Application on a mobile device and go to the registration form;
 - 2) enter the required data in the displayed form;
 - 3) it is mandatory to tick the checkbox next to the declaration of reading the Terms and Conditions and the Privacy Policy and accepting their provisions;
 - 4) Submit form.
 3. After sending "Register form" option, a link to activate the Account is sent to the e-mail address provided by the User. After clicking on the link, the User gains access to the Account. Clicking on the link sent by the User is tantamount to concluding the Agreement on the provision of the Service of using the Application by the User.
 4. The User obtains access immediately after concluding the Agreement for the provision of the Service of using the Application.
 5. Alternatively, the User can register via their Social Media accounts (like Google or Apple). In this case, you should:
 - 1) go to the website of the Application or run the Application on a mobile device
 - 2) in the displayed form, select registration via Google or Apple;
 - 3) it is mandatory to tick the checkbox next to the declaration of reading the Terms and Conditions and the Privacy Policy and accepting their provisions;
 - 4) Submit Form.
 - 5) undergo the procedure described in paragraph 3
 6. The agreement for the provision of the Application Use Service is concluded for an indefinite period of time.
 7. If the User is not granted access to the Application Use Service immediately after concluding the Application Use Service Agreement, the User calls the Service Provider to immediately grant access to the Application Use Service. The request referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 5 point 1 of the Terms and Conditions. If the Service Provider does not grant the User access to the Application Service immediately after receiving the request referred to in the preceding sentence, the User may withdraw from the Agreement for the provision of the Application Use Service.
 8. Notwithstanding the provisions of section 7 above, if the User is not granted access to the Application Use Service, the User may withdraw from the Application Use Service Agreement without calling the Service Provider to grant access to the Application Use Service, if at least one of the cases referred to in Article 43j(5) of the Consumer Rights Act occurs.

9. Notwithstanding the provisions of sections 7-8 above, the User may terminate the Agreement for the provision of the Service of using the Application by deleting their Account in the Application on their own or by submitting an order to delete their Service Provider Account, by sending an appropriate information to the address § 1 section 5 point 1 of the Terms and Conditions.
10. The User's withdrawal from the Service Agreement for the use of the Application or its termination, regardless of the basis for this action, takes place by submitting to the Service Provider a statement of withdrawal from the Service Agreement for the use of the Application or its termination. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 5 point 1 of the Terms and Conditions.
11. In the event of the User's breach of the provisions of the Terms and Conditions and failure to remedy this breach despite receiving the request referred to in § 4 section 15 of the Terms and Conditions, the Service Provider may terminate the Agreement for the provision of the Service of using the Application with a notice period of 7 (seven) days, by submitting a notice of termination to the User via e-mail. After the expiry of the notice period indicated in the preceding sentence, the Service Provider shall suspend the provision of the Service of using the Application. During the notice period, the Service Provider may block the User's access to the Service of using the Application if it is necessary to prevent the User from committing further violations.
12. The Service Provider deletes the Account immediately upon receipt of the statement referred to in section 10 above or after the expiry of the notice period referred to in section 11 above. Deleting your Account is equivalent to deleting all User Content stored on it.

§ 6.

Complaints regarding the Service of using the Application

1. The Service provided to you by the Service Provider for the use of the Application must comply with the Agreement applicable to it throughout the period of provision of the Service.
2. The Service Provider shall be liable for the Non-Conformity disclosed during the period of provision of the Service. Ć
3. In the event of revealing a Non-Conformity, the User may file a complaint requesting that the Service be brought into compliance with the Agreement on its provision.
4. The complaint shall be submitted by e-mail to the address indicated in § 1 section 5 point 1 of the Terms and Conditions.
5. The complaint should include:
 - 1) User's name and surname;
 - 2) e-mail address;
 - 3) a description of the disclosed Non-conformity;
 - 4) Request that the Service be brought into conformity with the Agreement for its Provision.
6. The Service Provider may refuse to bring the Service into conformity with the Agreement for its provision if it is impossible or would require the Service Provider to incur excessive costs.
7. After considering the complaint, the Service Provider provides the User with a response to the complaint, in which:
 - 1) acknowledges the complaint and indicates the planned date of bringing the Service into compliance with the Agreement for its provision;
 - 2) refuses to bring the Service into conformity with the Agreement for its provision for the reasons indicated in paragraph 6 above;
 - 3) rejects the complaint due to its unfoundedness.

8. The Service Provider shall respond to the complaint by e-mail within 14 (fourteen) days from the date of its receipt.
9. If the complaint is accepted, the Service Provider at its own expense brings the Services into compliance with the Agreement for its provision within a reasonable time from the moment of receipt of the complaint and without undue inconvenience to the User, taking into account the nature of the service and the purpose for which it is used. The Service Provider indicates the planned date of bringing the Service into compliance with the Agreement for its provision in response to the complaint.
10. In the event of revealing the Non-Compliance, subject to paragraph 11 below, the User may submit to the Service Provider a statement of withdrawal from the Agreement when:
 - 1) bring the Service into conformity with the Agreement for its provision is impossible or requires excessive costs;
 - 2) The Service Provider has not brought the Service into compliance with the Agreement for its provision in accordance with paragraph 9 above;
 - 3) The non-conformity persists even though Service Provider has attempted to bring the Service into conformity with the Delivery Agreement;
 - 4) The non-compliance is so significant that it justifies withdrawal from the Agreement for the provision of the Service without prior demand from the Service Provider to bring the Service into conformity with the Agreement for its provision;
 - 5) it is clear from the Service Provider's statement or circumstances that the Service Provider will not bring the Service into compliance with the Agreement for its provision within a reasonable time or without undue inconvenience to the User.
11. The statement of withdrawal from the Agreement may be submitted by e-mail to the address indicated in § 1 section 5 point 1 of the Terms and Conditions.
12. The statement of withdrawal from the Agreement should include:
 - 1) User's name and surname;
 - 2) e-mail address;
 - 3) the date the Service was delivered;
 - 4) a description of the disclosed Non-conformity;
 - 5) indication of the reason for submitting the statement, selected from among the reasons indicated in section 10 above;
 - 6) a statement on price reduction, together with an indication of the reduced price or a statement on withdrawal from the Agreement.
13. If the User withdraws from the Agreement for the provision of the Service of using the Application, the Service Provider deletes the Account immediately after receiving the statement of withdrawal from the Agreement for the provision of the Service of using the Application.
14. Pursuant to Article 34(1a) of the Consumer Rights Act, if the User withdraws from the Agreement for the provision of the Service of using the Application, the User is obliged to cease using this Service and make it available to third parties.

§ 7.

Right of withdrawal

1. Pursuant to Article 27 et seq. of the Consumer Rights Act, the User has the right to withdraw from the Agreement without giving any reason within 14 (fourteen) days from the date of its conclusion.

2. The User exercises the right to withdraw from the Agreement by submitting a statement of withdrawal from the Agreement to the Service Provider. In order to meet the deadline for withdrawal from the agreement, it is sufficient to send the statement before the expiry of the deadline referred to in paragraph 2 above.
3. The statement of withdrawal from the Agreement may be submitted by the User in any form, in particular on the form constituting Appendix No. 2 to the Act on Consumer Rights.
4. In the event of submitting a statement of withdrawal from the Agreement, the Service Provider shall immediately send the User a confirmation of its receipt by e-mail.
5. In the event of withdrawal by the User from the Agreement for the provision of the Service of using the Application, the Service Provider will delete the Account immediately after receiving the statement of withdrawal from the Agreement.

§ 8.

Content and User Reviews

1. You may post User Content to your Account.
2. The User may send the Service Provider a Review on the services provided by the Service Provider
3. Review may be sent in any way, including by e-mail.
4. Sending a Review does not impose an obligation on the Service Provider to publish it.
5. A Review published by the Service Provider may be deleted by the Service Provider at any time.
6. You may not post User Content or Reviews:
 - 1) containing false data, contrary to the law, the Terms and Conditions or good practices;
 - 2) Content that is intended to conduct activities that are prohibited by law, incite violence, hatred, or insult any group of individuals or individuals;
 - 3) containing content that may infringe personal rights, copyrights, right of image or other rights of third parties;
 - 4) Contains advertising, promotional, political, religious, or discriminatory content.
 - 5) containing content promoting competitive activity against the Service Provider.
7. Any person using the Application (hereinafter: "**Applicant**") is entitled to report User Content or Review that may violate the Terms and Conditions.
8. Registration can be made in the following ways:
 - 1) by e-mail to the following address: contact@vetkuro.com
9. The report should include the following information:
 - 1) a sufficiently substantiated explanation of the reasons why the User Content or Review constitutes illegal content;
 - 2) a clear indication of the precise electronic location of the information, such as the exact URL or URLs, and, where applicable, additional information to identify the User Content or Review, according to its type and the functionality of the Application;
 - 3) the name and e-mail address of the Reporting Person, except for a report concerning information considered to be related to one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU,
 - 4) a statement confirming the Whistleblower's belief in good faith that the information and allegations contained therein are correct and complete.

10. Upon receipt of the request, the Service Provider sends the Applicant a confirmation of its receipt to the e-mail address indicated by the Applicant.
11. If the notification does not contain the elements indicated in paragraph 8 above or contains errors, the Service Provider may request the Applicant to supplement or correct the notification within 14 days from the date of receipt of the above-mentioned request. If the Applicant fails to supplement or correct the application within the time limit indicated in the preceding sentence, the Service Provider may leave the application without consideration.
12. The Service Provider verifies the reported User Content or Review within 14 days from the date of receipt of a complete and correct notification. As part of the verification activities, if necessary, we will ask the applicant to send the necessary additional information or documents. We may block your User Content or Review from viewing until we have heard your report.
13. After verifying the Application, the Service Provider:
 - 1) removes the User Content or Review that violates the Terms;
 - 2) restores the User Content or Review that does not violate the rules resulting from the Terms and Conditions (if its visibility was blocked at the stage of verification of the Report),
giving the reasons for our decision.
14. In the event of removal of User Content or Review, the Service Provider shall immediately notify both the Applicant and the User who published the removed User Content or Review, stating the reasons for its decision.
15. The justification of the Service Provider's decision includes:
 - 1) an indication of whether the decision includes the removal of the User Content/Review, blocking its visibility, depositioning or imposes other measures referred to in the Terms in relation to this Review and, where applicable, the territorial scope of the decision and its duration;
 - 2) the facts and circumstances on which the decision was made, including, where applicable, whether the decision was made on the basis of a report made by the Applicant or on the basis of voluntary verification activities carried out at the initiative of the Service Provider and, where strictly necessary, the identity of the Applicant;
 - 3) where applicable, information on the use of automated means in decision-making, including whether a decision was made in relation to User Content/Reviews detected or identified using automated tools;
 - 4) if the decision relates to potentially prohibited User Content/Review, an indication of the legal basis or Agreemental basis on which the decision is based and an explanation of the reasons why the Review is considered to be prohibited on that basis;
 - 5) clear and friendly information for the User and the Complainant about their options to appeal against the decision.
16. A User whose User Content or Review has been removed or a Reporter whose Service Provider refuses to remove the reported User Content/Review may appeal against the Service Provider's decision.
17. An appeal can be filed in the following ways:
 - 1) by e-mail – to the following address: contact@vetkuro.com
 - 2) in writing, preferably by registered mail — to the following address: Mołdawska 5/19, 02-127 Warsaw, Poland
18. The appeal should include:

- 1) name and surname or name of the appellant,
 - 2) contact details (e-mail address, correspondence address),
 - 3) a detailed justification why, in the appellant's opinion, why the Service Provider's decision is erroneous and should be changed.
19. The Service Provider shall immediately confirm receipt of the appeal by sending a notification to the e-mail address indicated by the appellant.
 20. Appeals are considered within 14 days from the date of their receipt by an authorized team of the Service Provider (these activities will not be carried out in an automated manner, without human participation).
 21. The Service Provider notifies the appellant of the decision made as a result of considering the appeal by e-mail, and if at the same time it considers the reported content to be unlawful – it takes actions against it provided for in the Terms and Conditions.
 22. By submitting User Content or Review, you represent that you are the sole author of the User Review. The User is fully responsible for the User Content/Content of the Review and the consequences of its publication (including infringement of personal rights and intellectual property rights of third parties).
 23. By submitting User Content/Review, the User grants the Service Provider a free, non-exclusive license to use it (hereinafter: "**License**").
 24. The license is granted for an indefinite period of time (with the possibility of termination for two years in advance, effective at the end of the calendar year) and without territorial limitations, and covers the use of the User Content/Review in the following fields of use:
 - 1) fixation and reproduction in any quantity, by any technique and in any format;
 - 2) dissemination in any way, by any means of communication, in particular by publication in the Application and in the Service Provider's social media.
 25. The Licence entitles the Service Provider to modify the Review, if it is necessary to disseminate it in a specific way, without changing its essence and content.
 26. The Licence authorises the Service Provider to grant further licences to any selected third parties to use the Review. Further licence referred to in the preceding sentence may be granted by the Service Provider for a fee or free of charge.
 27. The User undertakes not to exercise moral rights vested in them in the User Content/Review (including the right to mark the authorship of the User Content/Review and the right to supervise the use of the User Content/Review) and authorizes the Service Provider to exercise these rights on behalf of the User.
 28. If a registered User has registered in the Application using a Google account and then left a Review of the Application in the Google ecosystem, the User hereby declares that he grants the Service Provider a license on the terms described in sections 24-27, in particular for the verbal and graphic publication of such an opinion on the website and in the mobile application.

§ 9.

Liability of the Service Provider

1. The Service Provider undertakes to provide the Services with due diligence.
2. To the extent permitted by the provisions of the Civil Code and the Act on Consumer Rights, the Service Provider shall not be liable to the Users for the consequences of:

- 1) use by Users any services or functionalities available within the Application contrary to their intended purpose;
 - 2) providing incorrect or false data by Users;
 - 3) the effects of the use of data authorizing access to the Account by third parties, if these persons came into possession of such data as a result of their disclosure by the User or as a result of their insufficient protection by the User against access by such persons.
3. To the extent permitted by the provisions of the Civil Code and the Act on Consumer Rights, the Service Provider shall not be liable for disruptions in the functioning of the Application resulting from:
- 1) force majeure;
 - 2) necessary conservation and modernization works carried out in the Application;
 - 3) reasons attributable to the User;
 - 4) reasons beyond the Service Provider's control, in particular the actions of third parties, for which the Service Provider is not responsible.
4. The Service Provider undertakes to carry out the works referred to in section 3 point 2 above in a manner that is as least burdensome as possible for the Users and, if possible, to inform them in advance about the planned works.
5. The Service Provider undertakes, as far as possible, to remove disruptions in the functioning of the Application on an ongoing basis.
6. The Service Provider shall not be liable for the consequences of any interactions between Users (regardless of where these interactions occurred) who have established contact through the use of the Application, including the consequences of the disclosure of information concerning the User to the Applicant.

§ 10.

Out-of-court dispute resolution

1. The User has the option of using out-of-court methods of dealing with complaints and pursuing claims.
2. Detailed information on the possibility of using out-of-court methods of handling complaints and pursuing claims by the User and the rules of access to these procedures are available at the offices and on the websites:
 - 1) district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection;
 - 2) Provincial Inspectorates of Trade Inspection;
 - 3) Office of Competition and Consumer Protection.
3. You may also use the Online Dispute Resolution (ODR) platform available at: <http://ec.europa.eu/consumers/odr/>.

§ 11.

Service Provider's Intellectual Property

1. All components of the Application, in particular:
 - 1) the name of the Application;
 - 2) the logo of the Application;
 - 3) photos and descriptions;

- 4) the principles of operation of the Application, all its graphic elements, interface, software, source code and databases
- are subject to legal protection under the provisions of the Act of 4 February 1994 on Copyright and Related Rights, the Act of 30 June 2000 – Industrial Property Law, the Act of 16 April 1993 on Combating Unfair Competition and other provisions of generally applicable law, including the provisions of European Union law.
2. Any use of the Service Provider's intellectual property without its prior, express permission is prohibited.

§ 12.

Processing of personal data

1. Information on the processing of personal data by the Service Provider can be found in the Privacy Policy available at: <http://vetkuro.com/docs/privacy-policy.pdf>

§ 13.

Use of User Data

1. By concluding the Agreement for the use of the Application, the User allows the Service Provider to unlimited use of telemetry data and other data that does not constitute personal data, which are obtained through the functionalities of the Application for marketing and sales purposes and for the purposes of improving and developing the Services and other products of the Service Provider.

§ 14.

Changing the App Usage Service

1. The Service Provider may change the Service to include the use of the Application in the event of:
 - 1) the need to adapt the Service to new devices or software used by Users to use the Service;
 - 2) the Service Provider decides to improve the Service by adding new functionalities to it or modifying existing functionalities;
 - 3) legal obligation to make changes, including the obligation to adapt the Service to the current legal status.
2. A change to the Service may not entail any costs on the part of the User.
3. The Service Provider informs Users about the change of the Service by placing a message on the Account informing about the changes. Independently, information about the change may be sent to Users by e-mail.
4. If the change to the Service will significantly and negatively affect access to the Service, the Service Provider is obliged to inform the User about:
 - 1) the characteristics and timing of the amendment, and
 - 2) the User's right to terminate the Service Agreement with immediate effect within 30 (thirty) days of the change.
5. The information referred to in paragraph 4 above shall be sent by the Service Provider to the Users by e-mail, no later than 7 (seven) days before the change is made.
6. The User shall terminate the Service Agreement pursuant to section 4 point 2 above by submitting to the Service Provider a statement of termination of the Service Agreement. The

statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 4 point 1 of the Terms and Conditions.

7. Termination of the Service Agreement pursuant to section 4 point 2 above has the same effects as § 6 of the Terms and Conditions provides for in the event of withdrawal from the Service Agreement due to the occurrence of Non-compliance.

§ 15.

Changes to the Terms and Conditions

1. The Service Provider may amend the Terms and Conditions in the event of:
 - 1) change the Service Provider's business;
 - 2) the Service Provider commences the provision of new services, modifications of the services provided so far or ceases to provide them;
 - 3) make technical modifications to the Applications requiring adaptation of the provisions of the Terms and Conditions to them;
 - 4) legal obligation to make changes, including the obligation to adapt the Terms and Conditions to the current legal status.
2. Users will be informed about the change to the Terms and Conditions by publishing their amended version on the Application's website. Regardless of the change, the amended version of the Terms and Conditions will be sent to the Users by e-mail.
3. To the Service Agreements concluded before the amendment of the Terms and Conditions, the provisions of the then applicable Terms and Conditions shall apply.
4. The User who does not agree to the amendment of the Terms and Conditions may terminate the Agreement for the provision of the Service of using the Application with immediate effect within 10 (ten) days from the date of receipt of information about the amendment to the Terms and Conditions. Failure to terminate shall be deemed to be consent to the amendment of the Terms and Conditions.
5. Termination of the Agreement for the provision of the Service of using the Application takes place by submitting a statement of termination of this Agreement to the Service Provider by the User. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 4 point 1 of the Terms and Conditions.
6. Immediately after receiving the statement referred to in paragraph 5 above, the Service Provider deletes the Account.

§ 16.

Final provisions

1. The current version of the Terms and Conditions is effective from 10.02.2025.
2. The Terms and Conditions are subject to Polish law. Any disputes under these Terms and Conditions will be resolved through amicable negotiations, and if no agreement is reached – before the competent common court.
3. In matters not covered by the Terms and Conditions, the provisions of generally applicable Polish law shall apply.