

## TERMS OF USE

The parties are:

Andrzej Ryl who conducts a sole proprietorship under the business name Fleen Mobile with a registered office at: ul. Klinkierowa 8/73 02-237 Warsaw, having EU VAT ID: PL7712842420,

further referred to as the: **“Uncover”**, **“We”** or **“Us”**

and

The party that wants to use the Uncover’s Services through the Uncover App as defined below,

further referred to as : **“User”** or **“You”** .

These Terms of Use apply to the use of the Uncover App by the User. By registering as the Uncover App User, you agree to be bound by these terms of service (**“Terms of Use”**). These Terms of Use are effective as of the date of the User’s registration as the Uncover App User or otherwise starting to use Services. Integral part of these Terms of Use is the Uncover’s Privacy Policy available at [https://www.theuncoverapp.com/privacy\\_policy](https://www.theuncoverapp.com/privacy_policy) which is incorporated by reference into the Agreement.

The Agreement was last revised on 15.04.2022

### 1. Definitions:

**“Account”** means the User profile created upon registration, allowing you to access the features of the Uncover App, the scope of which differs depending on the type of the created Account.

**“Agreement”** means the agreement on the basis of which the User is entitled to use the Services according to these Terms of Use.

**“Book Catalogue”** means a set of information about books available in the Uncover App. Each book has its own page indicating essential information about the book and a short description of its content.

**“Collection”** means a list of books from the Book Catalogue with a collective title and a graphic cover made by the User.

**“Consumer”** means the User who is a natural person performing a legal action not directly related to their economic or professional activity.

**“Entrepreneur with Consumer Rights”** means a natural person who performs a legal transaction with an entrepreneur/a company directly related to their business activity, where the content of such transaction indicates that it does not have professional nature for this person, based on the object of their business activity.

**“Guest Mode”** means a limited way of using the Uncover App which does not require the Account.

**„Mobile Device”** means a portable electronic device allowing processing, receiving and sending of data without maintaining wired Internet connection, for example a smartphone.

**“Services”** or **“Uncover’s Services”** mean any services provided electronically within the meaning of the Act of July 18, 2002 on provision of services by electronic means by Uncover to Users via the Uncover App, on the terms and within the scope of functionalities described in the Terms of Use, especially providing possibility to create and share the digital content, as well as to browse and interact with digital content provided by other Users.

**“Tag”** means a keyword or term assigned to a piece of information which helps to describe an item and allows it to be found again by browsing or searching.

**“Uncover App”** means a mobile application owned and operated by Uncover intended for use by the Users.

**“User”** means a natural person with full legal capacity who has accepted these Terms of Use and entered into the Agreement.

**“User Content”** means any digital content (both written and graphic) shared in the Uncover App by the User, e.g. Collections, book covers, comments.

**“Work”** means a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights.

## **2. Description of the Services**

- 2.1. Uncover offers a mobile application that is intended to create a reading community through the provision of the Uncover’s Services and sharing of the User’s Content. Within the application, you can in particular:
  - a) browse the content of Uncover App especially the Book Catalogue,
  - b) mark the status of the book as "read" or "to be read" and update that status,
  - c) browse other User’s content,
  - d) follow Users and Collections,
  - e) create an Account and use its features,
  - f) create and share your Collections,
  - g) add covers to books in the Book Catalogue,
  - h) comment, like and share other User’s content,
  - i) add Tags to the books,
  - j) sign up to the Uncover’s newsletter.
- 2.2. Within the Uncover App you can browse the Book Catalogue as well as add comments and tags with regard to the books and discuss about them with other Users. You can also set a status of the book from the Book Catalogue as "read" or "to be read". Your status markings are saved by the Uncover App and you can access the list of statuses and changes you have made at any time. Other Users can browse your list of statuses as well.
- 2.3. The Book Catalogue derives from the Google Books database. While using the catalogue you are obliged to comply with Google Books Terms of Service which are available at: <https://books.google.com/intl/en/googlebooks/tos.html>.
- 2.4. You can create Collections by adding books from the Book Catalogue, giving them a collective title and adding one of the graphic covers available in the Uncover App. Other Users may browse, comment, like, follow or share your Collections.
- 2.5. Graphic covers of the Collections are provided by Unsplash. While using the covers you are bound by the Unsplash Terms & Conditions and by conditions of Unsplash’s license, which are available at: <https://unsplash.com/terms> and <https://unsplash.com/license>.

- 2.6. The Uncover App is a social platform, so you can interact with other Users by following their Accounts and Collections, as well as by liking and commenting on the User's Content. To avoid unwanted interactions, you can block other Users. When you block other User, you cannot see their Collections, nor you can search for their Account in the Uncover App. At the same time, a blocked User cannot search for your Account. You can also hide selected Collections of other Users. If you select this option, you will not see the hidden content in the Uncover App.
- 2.7. If another User provides the User's content that does not comply with the Terms of Use, you can report that unlawful content to us by using the "report" option.
- 2.8. We will make reasonable efforts to ensure that the Uncover App operates correctly and may, at our own discretion, provide support in resolving technical problems with its operation.
- 2.9. We provide you with correct access to the Uncover App, but it may be limited in the event of:
  - a) malfunctions and errors,
  - b) maintenance work or modification of ICT systems,
  - c) the occurrence of force majeure,
  - d) actions of third parties,
  - e) other circumstances beyond Uncover's control.
- 2.10. Uncover shall notify you priorly, at least 3 (three) days in advance, of our intention to conduct service and maintenance works if they are of a significant nature and require a longer period of time. We will endeavour to ensure that this work takes place during night hours, weekends and public holidays.
- 2.11. We have no influence on the performance of the services and maintenance work by external providers, in particular external software suppliers.
- 2.12. When providing the Services, we shall not send to you any content which, pursuant to the applicable provisions of law, requires your separate consent if such consent has not been given by you. In particular, in this case we shall not send any commercial information or marketing content.
- 2.13. No minimum time period is set for the User's obligations under the Agreement.
- 2.14. Use of the Uncover App is voluntary and free of charge subject to the provisions of clause 4.4. (Technical Requirements and Security Measures) and clause 10.1. f) (Modifications of the Agreement) of the Terms of Use.
- 2.15. Pursuant to Article 6(2) of the Act of 18 July 2002 on provision of services by electronic means, Uncover informs that the function and purpose of software or data which are not part of the content of the Services, introduced by Uncover to the information and communication system used by the User, are set out in the Uncover's Privacy Policy.

### **3. Creation of the Account**

- 3.1. Before using the Services, you are obliged to read the Terms of Use and the Privacy Policy, which are made available free of charge in the Uncover App in a way that makes it possible to obtain, reproduce and record their content. Upon acceptance, the Agreement between Uncover and the User shall be concluded.
- 3.2. In order to create the Account in the Uncover App you shall truthfully fill in the registration form with the following mandatory data: username and email address, as well as set a password. You must also agree to these Terms of Use and accept the Privacy Policy. You may also register by signing up through your Google or Facebook account.
- 3.3. After a positive verification, we shall create the Account and send confirmation of the Account's creation together with the latest version of the Terms of Use in the Portable Document Format (PDF) to the email address provided by you in the registration form.

- 3.4. Upon completion of the registration process mentioned above, the Agreement between Uncover and the User shall be concluded. You shall gain access to your Account by logging in with your username and the password provided in registration form. You can add a description to your profile and set a profile picture from the gallery of your Mobile Device or choose one of the graphics provided by us in the Uncover App. You can change your Account's details at any time.
- 3.5. If you do not want to create the Account, you can use the Uncover App in the Guest Mode. However, you will not have access to some of the Uncover's App features, especially:
  - a) adding a profile picture and description,
  - b) creating Collections,
  - c) adding comments to other Users' content and profiles,
  - d) reporting unlawful content,
  - e) blocking Users and hiding their content,
  - f) sharing your profile outside the Uncover App.

#### **4. Technical Requirements and Security Measures**

- 4.1. Using the Uncover App requires the Mobile Device such as a smartphone or tablet with the Android operating system, at least version 7.0.
- 4.2. Internet access is necessary for the correct use of the Uncover App.
- 4.3. We hereby inform you that in the event of your or other person's alternations in your operating system, individual configuration of your Mobile Device or installation (or use) of another software which may affect the operation of the Uncover App on your Mobile Device, the Uncover App may not operate or may operate incorrectly. We inform you that in such cases the use of the Uncover App may not be possible or the ability to use the Uncover App may be restricted.
- 4.4. All costs of the Internet connection shall be borne by you in accordance with the provisions of the agreement concluded between you and your Internet service provider.
- 4.5. The Uncover App is designed exclusively for the Mobile Devices consistent with the technical requirements described in these Terms of Use. Installation and use of the Uncover App on the Mobile Device not compatible with the requirements described in the Terms of Use may lead to incorrect operation of the Uncover App and the inability to use it.
- 4.6. We distribute the Uncover App exclusively in the Google Play online distribution shop. The User undertakes not to download the Uncover App from another source as it could entail a risk of integrity violation and connection with malicious software, thus compromising the security of the User's Mobile Device and data stored therein.
- 4.7. Subject to the provisions of preceding clause, the use of the Uncover App does not increase the security risks of the User's Mobile Device.
- 4.8. We shall perform the Agreement with due regard to security standards, in a manner that prevents access by unauthorized persons to the data and information processed within the provided Services.
- 4.9. Despite the measures referred to in clause 4.8. of the Agreement, each User should be aware of potential threats related to the use of the Internet, such as malware, viruses, computer worms, trojans, keyloggers, dialers, programs tracking the activities of the Users, spam, phishing.
- 4.10. To counteract the abovementioned threats, the User should use the appropriate security measures, for example in the form of an anti-virus program, firewall, use of encryption

mechanisms, regular maintenance of the used equipment, broadening of knowledge on issues related to cyber security.

## **5. The User's obligations**

- 5.1. You acknowledge that using the Uncover App means you have read and understood the Terms of Use and you agree to comply with them.
- 5.2. You can have only one Account on the Uncover App.
- 5.3. You are obliged to use the Uncover App in a manner consistent with the principles of social coexistence and netiquette as well as not to violate the provisions of the law and the Terms of Use.
- 5.4. During the use of the Uncover App, it is prohibited to provide User Content of an unlawful nature, including in particular the content that:
  - a) constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third-party right or is threatening, harassing or malicious,
  - b) violates any applicable law, ordinance, rule, regulation or treaty,
  - c) is contrary to principles of community life, good manners and generally accepted principles of conduct,
  - d) supports or preach radical social attitudes, in particular all kinds of discrimination on the grounds of sex, age, disability, race, religion, nationality, political or social beliefs, trade union memberships, ethnic origin, religion, sexual orientation,
  - e) is of racist nature,
  - f) incites to commit a prohibited act, crime (offense) or violation of the rights of other people,
  - g) provides data and information fabricated in a manner that poses a risk of compromising the security of Uncover's IT systems or the stability of the Uncover App or
  - h) that violates any property of Uncover or any third party, especially intellectual property rights.
- 5.5. You undertake not to disclose the details of your Account or allow access thereto to third parties and shall use reasonable security measures to protect against unauthorized usage and/or access. In the event of suspicion that any unauthorized party has gained access to the details of your Account, you shall immediately inform Uncover thereof.

## **6. The User's Content**

- 6.1. You hereby declare that with regard to the User Content you share in the Uncover App, you own:
  - a) author's economic rights and the right to exercise moral rights or appropriate licenses,
  - b) exclusive rights in the field of industrial property or appropriate licences,
  - c) rights to use likeness and personal data of third parties.
- 6.2. The User Content may not violate personal rights and exclusive rights of third parties (including but not limited to author's economic or moral rights), as well as the provisions of these Terms of Use and applicable laws.
- 6.3. In particular, it is prohibited to share User Content which:
  - a) is shared within the Uncover App in bad faith, e.g. with the intention of infringing the personal rights of third parties and the Uncover's reputation,
  - b) is offensive or constitutes or may be considered a threat directed at other persons,

- c) contains vocabulary violating good morals (e.g. through the use of vulgarisms or expressions commonly regarded as offensive);
  - d) violates any rights of third parties, in particular the rights of other Users of the Uncover App,
  - e) infringes rights regarding copyright protection and related rights, protection of industrial property rights, business secrets or related to confidentiality obligations,
  - f) violates in any other way the provisions of these Terms of Use, applicable laws, social norms or customs (e.g. content propagating violence, pornographic, inciting racial, religious or ethnic hatred, offending religious sensibility).
- 6.4. You are solely liable for the User Content uploaded within the Uncover App, including any legal defects thereof. You shall be obliged to fully compensate Uncover for any damages incurred in connection with such violation, including Uncover's legal costs. In addition, if Uncover shall be obliged - in accordance with applicable laws - to pay any compensation, penalty or fine in connection with third-party claims, You are obliged to reimburse Uncover immediately for the equivalent of such compensation, penalty or fine. You are also obliged to immediately cover any losses or reimburse any documented costs which Uncover has incurred in connection with the legitimate claims of third parties referred to above. Preceding sentences do not apply to the Consumer and the Entrepreneur with Consumer Rights who are liable in accordance with provisions of the Polish Code of Civil Procedure or other relevant legal acts.
- 6.5. If the User or third party becomes aware of User Content shared in the Uncover App which violates these Terms of Use, third party rights (including author's economic and moral rights) or provisions of applicable law, the User or third party should immediately report such fact to Uncover by the report option within the Uncover App or by contacting Uncover at the following email address: [contact@theuncoverapp.com](mailto:contact@theuncoverapp.com)
- 6.6. It is necessary to provide in the infringement report, referred to in paragraph 6.5. above, at least identity of the entity submitting above report, the nature of the infringement and the User Content concerned, in a manner enabling Uncover to identify them in the Uncover App. Uncover makes an assessment of whether a report is legitimate based on its own judgement.
- 6.7. Uncover shall not be liable for the nature of the User Content posted by the Users within the Uncover App. Neither does Uncover is able to verify abovementioned content compliance with the Terms of Use and the applicable law on an ongoing basis. Uncover shall take steps to verify the legal nature of the User Content only upon receipt of a properly submitted infringement report.
- 6.8. If we find that User has posted User Content which does not comply with the provisions of the Terms of Use, Uncover shall be entitled to immediately take the following actions:
- a) remove the User Content subject to infringement report,
  - b) delete the Account subject to infringement report,
  - c) prevent the User subject to infringement report from creating an Account again,
  - d) prevent the User from sharing their User Content subject to infringement report in the Uncover App.
- 6.9. Uncover reserves the right to modify or remove User Content which, based on its own sources or on reports from other Users or other persons and authorities, may constitute a violation of these Terms of Use, applicable laws or may be detrimental to the good name of the Uncover.
- 6.10. You are not authorised to upload personal data of third parties or to distribute images of the third parties in the Uncover App without the permission required by law or third party's consent. You declare that the persons whose images you have posted in the Uncover App have given you the relevant permission to do so.

- 6.11. You represent that the sharing of personal data, images and information regarding third parties within the Uncover App has been performed legally, voluntarily and with the consent of the persons concerned.
- 6.12. Upon publication of the User Content in the Uncover App constituting or containing Work, the User grants Uncover a non-exclusive, transferable and assignable licence to use such Work in the Services carried out by Uncover. Under the licence granted Uncover is entitled to use the Work in all fields of exploitation specified in article 50 of the Act of 4 February 1994 on copyright and related rights. The licence is granted for the duration of the User's Account, without any territorial restrictions. Uncover is entitled to grant further licences to third parties, in particular for the purpose of hiring subcontractors. The granting of license by the User is free of charge, which means that the User is not entitled to remuneration for the transfer of the Work for use.

## **7. Duration and termination of the Agreement**

- 7.1. The Agreement is concluded for an indefinite time period.
- 7.2. Both the Uncover and the User may terminate the Agreement according to the terms provided in the Terms of Use.
- 7.3. You are entitled to terminate the Agreement at any time with immediate effect. The minimum duration of the User's obligation is not specified and you are not obliged to use the Services for any time period. No fees are charged for termination of the Services.
- 7.4. You shall terminate the Agreement by submitting a statement in this regard to the Uncover's email address: [contact@theuncoverapp.com](mailto:contact@theuncoverapp.com) and uninstalling the Uncover App in your Mobile Device. The sole uninstallation of the Uncover App does not cause the termination of the Agreement and the removal of your account. Uninstalling the Uncover App and installing it once more on the same or different Mobile Device within the term of the Agreement allows you to access the Account previously created. However after uninstallation you won't be able to access your guest profile anymore if you only explore the Uncover App in the guest mode.
- 7.5. Due to the significant reason, Uncover can terminate the Agreement by sending the appropriate statement to your email address assigned to the Account. A significant reason constituting grounds for termination of the Agreement shall be:
  - a) violation of the provisions of law, social norms or the rights of third parties by the User,
  - b) violation of the provisions of the Terms of Use, including in particular providing illegal and prohibited content referred to in clause 5.4. of Terms of Use in the Uncover App,
  - c) the User's breach of the terms of the licence granted for the Uncover App,
  - d) performance of actions which infringe or threaten the security of the Uncover App by the User,
  - e) permanent discontinuation of the provision of the Services or a change of the scope of the Services by Uncover,
  - f) a court judgement or a decision of the public authority.
- 7.6. In the event of termination, your Account and User Content shall be deleted from the Uncover App, except for statistical and analytical data. If you have used Uncover App in the Guest Mode, all data regarding your use of the Uncover App shall be deleted.

## **8. Withdrawal from the Agreement**

- 8.1. You have the right to withdraw from the Agreement, without giving any reasons, within 14 (fourteen) days from the date of conclusion of the Agreement. The User may withdraw from

the Agreement using the model withdrawal form included in Appendix No. 1 to the Terms of Use.

- 8.2. To meet the deadline for withdrawal from the Agreement, as set out in clause 8.1. above, it is sufficient to send information on exercising the right to withdraw from the Agreement before the expiry of the said deadline.
- 8.3. The Agreement may be withdrawn through electronic means, by sending information about the withdrawal from your email address provided in the registration process to the following email address: [contact@theuncoverapp.com](mailto:contact@theuncoverapp.com) or by post to the address of the Uncover's registered office.
- 8.4. If we receive your withdrawal from the Agreement, we shall remove your data and any digital content created by you from the Uncover App within a period not exceeding 14 (fourteen) days.
- 8.5. The User who has withdrawn from the Agreement in accordance with the provisions of the above paragraphs is obliged to stop using the Services and uninstall the Uncover App.

## **9. Blocking or deleting of the Account**

- 9.1. In the case of violation of Terms of Use or provisions of applicable laws, as well as receiving a valid infringement report, Uncover shall, depending on the type of infringement, delete unlawful User Content or send a cease and desist email to the User to stop these violations. In the event of subsequent violation Uncover may block the User's Account for the period of 30 (thirty) days.
- 9.2. If, after a period of temporary blocking of the User's Account, the User performs the unlawful activity once more, Uncover shall be entitled to terminate the Agreement with immediate effect and delete the User Account.
- 9.3. While the Account is blocked, the User may not:
  - a) use the features provided in the Uncover App,
  - b) create a new Account,
  - c) use technical means to circumvent or disable the Account blockage,
  - d) make further attempts to violate the Terms of Use.
- 9.4. During the Agreement period, you may at any time request removal of your Account by choosing the "delete the Account" option in the Uncover App settings or by sending an appropriate request to Uncover by email to the following address: [contact@theuncoverapp.com](mailto:contact@theuncoverapp.com)
- 9.5. Upon deletion of your Account, Uncover removes any User Content you have shared in the Uncover App.
- 9.6. A request for deletion of the Account after 14 (fourteen) days from the date of conclusion of the Agreement shall constitute a termination of the Agreement in accordance with clause 7 (Duration and Termination of the Agreement), whereas a request for deletion of the Account before 14 (fourteen) days from the date of conclusion of the Agreement shall constitute a withdrawal in accordance with clause 8 (Withdrawal from the Agreement).

## **10. Modifications of the Agreement**

- 10.1. Uncover is entitled to modify the Terms of Use binding you. Uncover shall be entitled to amend the provisions of the Terms of Use for the following significant reasons:



- a) the necessity to adapt the Terms of Use to the applicable law or to changes in the applicable law concerning or affecting the provisions of the Services;
  - b) the necessity to adapt the Terms of Use to the best practices related to the provision of the Services, including best practices for the protection of the User's rights;
  - c) the necessity to adapt the Terms of Use to a recommendation, interpretation, judgment, ruling or decision of the public authority or court ruling concerning or affecting the provision of the Services;
  - d) introduction of new Services or change of the scope of the Services provided by Uncover;
  - e) changes in the technical requirements for the provision of the Services;
  - f) introduction of payments for the provision of the Services;
  - g) change of the details concerning the entities indicated in the Terms of Use (e.g. Uncover);
  - h) change regarding the technical requirements for the use of the Services.
- 10.2. Uncover shall notify you of any changes in the Terms of Use via the Uncover App and email address provided by you in registration process.
- 10.3. The notification shall include the effective date of the changes and shall be given to you at least 14 (fourteen) days prior to the planned implementation of the changes.
- 10.4. The notification shall include the content of the changes and the consolidated text of the Terms of Use in a form allowing you to store and retrieve it in the regular course of actions.
- 10.5. The amended Terms of Use shall bind you if you do not terminate the Agreement and stop using the Services, as well as uninstall the Uncover App from your Mobile Device within 14 (fourteen) days from the date of receiving the information about the changes.
- 10.6. If the conditions provided in clause 10.5. are not fulfilled, it shall mean that the Agreement is not terminated and you accept the changes to the Terms of Use.

## **11. Complaints**

- 11.1. You have a right to file a complaint regarding the Uncover's Services.
- 11.2. Complaints shall be submitted to the following email address: [contact@theuncoverapp.com](mailto:contact@theuncoverapp.com)
- 11.3. The complaint should contain a description of the Uncover's misconduct, as well as the email address assigned to your Account.
- 11.4. All complaints shall be handled within a reasonable timeframe, not exceeding 30 (thirty) days. Information on the acceptance or rejection of the complaint along with its justification shall be sent to the email address assigned to your Account.
- 11.5. At any time, during the complaint procedure, you can request that the issue being the subject of the complaint procedure shall be resolved by a third party and for this purpose: (i) apply to the mediator or institutions before which the mediation proceedings will take place with a request to conduct mediation, or (ii) apply to the institution before which the arbitration proceedings will take place with a request for consideration of the case by the arbitration court, or (iii) seek help from the appropriate municipal or county consumer advocate.
- 11.6. For the avoidance of any doubt, the provision included in the clause 11.5. above does not constitute an arbitration clause or an automatic consent of Uncover to participate in mediation or arbitration proceedings.
- 11.7. Uncover hereby informs you about the possibility of using the European ODR platform, facilitating the independent, impartial, transparent, effective, fast and fair out-of-court settlement of disputes between the Consumers and entrepreneurs via the Internet. The ODR platform is available at: <http://ec.europa.eu/odr>.

- 11.8. In the event of refusal to consider a complaint in accordance with the method proposed by the User or failure to consider the complaint within 30 (thirty) days from the date of its receipt by Uncover, the User shall have the right to pursue a claim in court.

## **12. Intellectual Property Rights**

- 12.1. All Intellectual Property Rights in or related to the Uncover App and thereto related documentation and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of Uncover. **"Intellectual Property Rights"** shall mean copyrights, patents, utility models, design rights, trademarks, tradenames, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.
- 12.2. Uncover grants you a non-exclusive, non-assignable, and non-transferable right to use the Uncover App in accordance with all of the conditions set forth herein. All rights not expressly granted hereunder are reserved to Uncover.
- 12.3. Your rights and obligations under the licence granted by Uncover are as follows:
- a) You have a non-exclusive and non-transferable right to install, store, display and use the Uncover App on the Mobile Device.
  - b) The right to use the licence is free of charge, limited in time and continues until the termination of the Agreement.
  - c) You may exercise your rights only personally, including the use of the Uncover App.
  - d) You may use the documentation accompanying the Uncover App only for your personal, non-commercial use.
  - e) You undertake to use the Uncover App in a manner that is consistent with all laws that apply to the Uncover App due to the Uncover's territorial jurisdiction, including but not limited to applicable copyright and other intellectual property restrictions.
- 12.4. You shall not:
- a) use or attempt to use another User's Account without consent of that other person;
  - b) rent, lease, sublicense, distribute, transfer, copy, modify or create derivative works of the Uncover App or any related technology;
  - c) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Uncover App or any related technology, or any part thereof;
  - d) remove any copyright, trademark or other proprietary rights notices contained in or on the Uncover App;
  - e) collect, use, copy, or transfer any information obtained from the Uncover App without the consent of the Company;
  - f) use bots or other automated methods in the Uncover App;
  - g) create the Account in the Uncover App using a fake identity or an identity of another person;
  - h) access the Uncover App through the interfaces not provided by Uncover,
  - i) copy, distribute or isolate the components of the Uncover App and create products based on the Uncover App (derivative works),
  - j) use the Uncover App to provide services for profit,
  - k) attempt to reverse engineer the source code of the Uncover App by decompilation or in any other way, unless permitted to do so by law, which to the extent applicable expressly override this provision.
- 12.5. Uncover hereby states that all digital content provided by other Users and third party providers is protected by copyright. You have the right to use it only within the framework of permitted

personal use. Copying, reproduction, dissemination on the Internet and other forms of use of the materials, descriptions and comments posted in the Uncover App beyond the limits permitted by law is prohibited.

### **13. Liability**

- 13.1. The provisions of this paragraph do not apply to the Consumers and the Entrepreneurs with Consumer Rights with respect to whom Uncover is liable according to the Polish Code of Civil Procedure and other applicable laws.
- 13.2. Uncover shall not be liable in any way for any loss of profits, revenues, sources of income or data, damage to property, business disruption, loss of commercial data or any other direct or indirect damage. The reservation set out in the above sentence applies regardless of the cause of the damage and whether any claim was made on the basis of the Terms of Use, tort law or on any other basis, and whether it was reported in connection with the use or inability to use the Uncover App's software. This reservation also applies when the Uncover has been notified of the possibility of damage.
- 13.3. Uncover is not responsible in particular for:
  - a) Users' actions or omissions that violate the law or the provisions of the Terms of Use;
  - b) actions or omissions of Internet service providers as well as failures and disruptions in the operation of the Internet network through which the User uses the Uncover App;
  - c) any damage to the User resulting from incorrect read or write of information on the part and the fault of the User,
  - d) the manner in which the content published in the Uncover App will be used by the User or other persons and entities,
  - e) loss of data caused by hardware or system failure or other circumstances for reasons beyond the control of Uncover,
  - f) the User's inability to use the Uncover App or any loss incurred by the User caused by such inaccessibility.
- 13.4. Uncover shall not be liable for the inability to provide the Services to you as a result of force majeure. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of Uncover and which by the exercise of reasonable diligence Uncover was unable to prevent i.e. riot, war, invasion, act of foreign enemies, hostilities, terrorism, flood, fire or other physical natural disasters, epidemic, act or actions of government or shortage of materials or supplies.
- 13.5. You are solely responsible for the content of your comments and Collections.
- 13.6. Copying the content contained in the Uncover App or using it by Users contrary to these Terms of Use may result in infringement of the copyrights of Uncover or third parties or entities and may result in claims of these persons or entities related to the infringement of their copyrights.

### **14. Indemnification**

- 14.1. You agree to indemnify and hold Uncover and its subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Uncover App; (b) violation of the Terms of Use or any law or regulation; or (c) violation of any right of a third party. Preceding sentence does not apply to the Consumer and the Entrepreneur with Consumer Rights who are liable in accordance with provisions of the Polish Code of Civil Procedure or other relevant legal acts.

## **15. Disclaimer of warranties**

- 15.1. The provisions of this paragraph do not apply to the Consumers and the Entrepreneurs with Consumer Rights which respect to who Uncover is liable according to the Polish Code of Civil Procedure and other applicable laws.
- 15.2. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED AND UNCOVER SPECIFICALLY DISCLAIMS THE WARRANTIES REGARDING THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
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- 15.4. You agree that Uncover has no obligation to provide any updates, upgrades, patches, bug fixes or other modifications of the Uncover App, but can provide them on its sole discretion. Uncover has also no obligation to provide or enable any particular features or functionalities of the Uncover App which can be modified or deleted by aforementioned modifications. You further agree that all updates or any other modifications shall be deemed to constitute an integral part of the Uncover App, and shall be subject to the provisions of this Terms of Use. The Uncover App will be updated to the latest version automatically without your separate consent. In particular, it is possible to change and update individual functionalities of the Uncover App or make these functionalities available only while using the Uncover App.

## **16. Final provisions**

- 16.1. The Terms of Use shall be governed by and construed in accordance with the Polish law.
- 16.2. Any litigation based hereon, or arising out of, under, or in connection with this Terms of Use shall be brought and maintained by the court competent for Uncover's registered business seat except if it refers to the Consumer or the Entrepreneur with Consumer Rights. In that case the court has jurisdiction determined in accordance with the provisions of the Polish Code of Civil Procedure.
- 16.3. If any provision of the Terms of Use is found to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable it shall be so narrowly drawn, without invalidating the remaining provisions of the Terms of Use or affecting the validity or enforceability of such provision.
- 16.4. The Terms of Use are available free of charge in the Uncover App. You can read the content of the Terms of Use, print, record and reproduce them by any technique in order to store and read their content.
- 16.5. To all matters not covered by these Terms of Use, provisions of law generally applicable in the Republic of Poland shall apply, including in particular the provisions of the Act of February 4, 1994 on Copyright and Related Rights, the Act on July 18, 2002 on Providing Services by

Electronic Means, the Act of May 30, 2014 on Consumers Rights and the Act of April 23, 1964 – the Civil Code.

- 16.6. The provisions of the Terms of Use do not infringe the rights of the Consumers and the Entrepreneurs with Consumer Rights resulting from applicable law, which applies first, before the provisions of the Terms of Use. If any provision of these Terms of Use is contrary to the statutory rights of the aforementioned persons, such provision cannot be interpreted in a way that violates these rights.

**Appendix No. 1 to the Terms of Use – Model withdrawal form**

**MODEL WITHDRAWAL FORM**

(this form should be filled in and submitted only if you wish to withdraw from the Agreement)

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e-mail: .....

I hereby inform about my withdrawal from the Agreement for provision of the services through the mobile application “The Uncover App” concluded with ..... with its registered office at ..... and EU VAT ID: .....

Date of the conclusion of the Agreement:

\_\_\_\_\_

Consumer’s e-mail address provided in the Agreement:

\_\_\_\_\_

Consumer’s username: \_\_\_\_\_

Consumer’s signature: \_\_\_\_\_

Date: \_\_\_\_\_