User Agreement – Apple Platform

§ 1 DEFINITIONS

All terms capitalized in this document have the meanings assigned to them below:

1. **Administrator**
Software Solutions Limited Liability Company based in Warsaw, Aleja Wilanowska 9a m100, 02-765 Warsaw, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number 0001162628, NIP 9512617671, REGON 54121728400000.

2. **Apple**
Depending on the User's country of residence, "Apple" means:

- Apple Inc., located at One Apple Park Way, Cupertino, California, for users in North, Central, and South America (excluding Canada) and U.S. territories and possessions;

- Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada, for users in Canada or its territories and possessions;

- iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, for users in Japan;

- Apple Pty Limited, located at Level 3, 20 Martin Place, Sydney NSW 2000, Australia, for users in Australia, New Zealand, including island possessions, dependent territories, and associated jurisdictions;

- Apple Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Ireland, for all other users.

3. **User**
A natural person with full legal capacity, registered in the Service or Application, or as an App Store user.

4. **Subscription**
A fee paid by the User for accessing paid services in the Service or Application.

5. **Access**
A service provided by the Administrator involving access to content related to the Application via the Service, sending notifications, and providing a User account.

6. **Service**
Access to the Application content (both free and paid versions).

7. **Mobile Device**
A portable electronic device connected to the Internet using wireless technology (4G, 5G, LTE, Wi-Fi), operating on the iOS system.

8. **Service (Website)**

   The website located at: gmplanner.com along with all its subpages.

9. **Business Day**

   Any day from Monday to Friday, excluding public holidays.

10. **Payment Method**

    A current, valid, and accepted payment method, which can be changed later and may include payment through an account registered with another company.

11. **User Content**

    Materials published by the User on the Service, including via the Application, especially graphics, videos, and texts, including comments on other Users' materials.

12. **Application**

    Software distributed by or with the consent of the Administrator, operating on Mobile Devices, enabling access to the Service and training resources and functionalities.

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§ 2 PRELIMINARY PROVISIONS

1. These regulations (hereinafter referred to as the "Regulations") apply to the GM Planner application (hereinafter referred to as the "Application") downloaded by the User from the App Store under the terms specified in the "Apple Media Services Terms and Conditions" (hereinafter referred to as the "Terms") and contracts concluded via the downloaded Application.

2. If, according to the Terms, the User is a customer of Apple Distribution International Ltd. and makes a transaction in the Application downloaded from the App Store, then Apple Distribution International Ltd., and not Software Solutions Limited Liability Company, is the contracting party for the User regarding the Services. In such cases, the agreement is concluded based on the Terms. This applies especially to Users from the European Union, including Poland.

3. In all other cases, the contracting party for the Services for the User is Software Solutions Limited Liability Company, and the contract terms are specified below.

4. These Regulations are made available free of charge in a manner allowing their download, storage, and printing.

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§ 3 TECHNICAL REQUIREMENTS FOR USING THE APPLICATION

1. In order to use the Application correctly, the following are required: a. Internet connection,
   b. A mobile device with an installed iOS operating system (version 16.0 or later),

c. Downloading and installing the Application,

d. Having an installed web browser (Safari or Google Chrome) in one of the two latest versions,

e. Having an active and correctly configured email account,

f. Enabling cookies in the browser,

g. Enabling JavaScript service,

h. Providing the Administrator with information regarding at least one Payment Method.

2. Downloading and using the Application may require the User to pay fees to third parties such as mobile network operators or Internet providers. The Administrator is not responsible for the amount of fees charged to the User by third parties.

§ 4 CONCLUSION OF THE SERVICE AGREEMENT

1. The User may conclude a Service agreement through the Application by following the instructions displayed in the Application.

2. Services are provided under a free and paid subscription model and cover a number of months corresponding to the Subscription selected by the User. Unless the contract is concluded directly through the Service, at the end of the selected period, the Service automatically renews for another period equal to the one originally selected by the User, unless the User cancels the subscription at least 24 hours before its renewal. If the User does not wish the Service to renew, they should follow the instructions available at https://support.apple.com/pl-pl/HT202039. Unless the User cancels the automatic renewal, the User authorizes the Administrator or entities acting on behalf of the Administrator to charge the Subscription fee for subsequent billing periods using the selected Payment Method.

3. Unless the contract is concluded directly through the Service, when entering into the Service agreement for the first time, the User receives a free trial period before their Payment Method is charged, preceding the paid Subscription period. If the User does not wish to continue the agreement after the trial period, they must cancel the Service at least 24 hours before the end of the free trial, according to the instructions at https://support.apple.com/pl-pl/HT202039. The trial period does not apply to contracts resulting from automatic renewals referred to in § 3(2) of the Regulations.

4. For the duration of the purchased Service, through the Application, the User will have unlimited access to Application-related content, particularly:

   o Exercise and workout recommendations

   o Sharing workout plans

   o Access to training materials

5. During the purchased Service period, the User will receive information about the Application via email.

6. Upon selecting a payment method for the Subscription (clicking the "Order with obligation to pay" button for the selected payment method), or on the first day of an automatically renewed period referred to in § 3(2) of the Regulations, or on the day of using an activation code received by the User—in the case of a contract concluded directly through the Service and choosing "cash on delivery" as the payment method—a contract is concluded between the User and the Administrator whose subject is:

    o Access.

7. Immediately after concluding the contract, the Administrator will send a confirmation to the User's email address.

8. Access to the content referred to in § 4 of the Regulations will be granted to the User no earlier than after the Administrator receives the Subscription payment. The payment is deemed received once Apple's bank account is credited.

9. Full access to the Application will be provided to the User immediately, but no later than within 48 (forty-eight) hours from the receipt of payment.

10. The use of the Apple Health (HealthKit) function is voluntary. The transmitted data is used solely for better personalization of the Service. The User may withdraw consent to data transmission to the Administrator at any time via the Application.

11. The Administrator stores User data for a maximum of 12 (twelve) months from the date it is made available to the User. After this period, the User's data is deleted.

§ 4a LIMITATIONS OF THE FREE VERSION

1. Users who do not purchase a Subscription may use the free version of the Application with the following limitations:
    a. A maximum of 4 training events may be added to the dashboard each calendar month. This limit may be changed by the Administrator at any time.
    b. Sharing of training plans or events with other Users is disabled.
    c. Users cannot reschedule workouts once they are added to the calendar.
    d. Users may only add training events up to 7 days in advance.
    e. After the scheduled workout date passes, the training session becomes unavailable for review — regardless of whether it was completed. Completed and missed sessions appear in the "Past Plans" section but cannot be opened or viewed.

2. Full functionality, including unrestricted access to the above features, is available exclusively through a paid Subscription as described in § 4 of the Regulations.

§ 5 PAYMENTS

1. The Subscription amount covers Access.

2. The Subscription amount is gross. The Administrator does not charge any additional fees for Access.

3. The Administrator enables various Payment Methods for Access. The list of currently accepted payment forms is available in the Application. When using third-party online payment operators, it may be necessary to accept the operator's terms and conditions.

4. The Administrator does not charge any additional fees for the use of different payment methods for the Subscription.

5. Unless the contract is concluded directly through the Service, the Subscription is charged at the beginning of the period selected by the User, as well as at the beginning of each renewed period referred to in § 3(2) of the Regulations. More information is available at https://support.apple.com/pl-pl/HT202039 and https://support.apple.com/pl-pl/HT204084.

6. The Administrator does not charge any additional fees for using individual payment methods for the Subscription.

7. To obtain a VAT invoice, the User should follow the instructions of the App Store operator linked with the Application.

§ 6 TERMINATION OF THE AGREEMENT AND SUSPENSION OF SERVICES

1. The User may terminate the agreement at any time, effective at the end of the billing period, by following the instructions provided at https://support.apple.com/pl-pl/HT202039. Disabling automatic subscription renewal is equivalent to submitting a termination notice.

2. The Administrator may terminate the agreement or suspend the provision of services immediately in case the User breaches any provision of these Regulations.

3. The Administrator may terminate the agreement at any time, effective at the end of the billing period, without providing a reason.

4. The paid subscription/Subscription is terminated at the end of the calendar month following the month in which the resignation occurred.

§ 7 TERMS OF USE OF THE APPLICATION

1. The User is prohibited from providing unlawful content in connection with the concluded agreement.

2. Unless explicitly stated otherwise in the Regulations or permitted by applicable law, the User agrees to: a. not remove any trademarks, copyright notices, or proprietary rights notices from any part of the Application,
b. not reproduce, modify, alter, partially or fully, nor permit the integration or incorporation of the Application or any part of it into other software,
c. not gain or attempt to gain unauthorized access to the Application, dependent systems, or networks, nor disrupt their operation,
d. not decompile, disassemble, or create derivative works based wholly or partially on the Application, nor perform similar actions,
e. not decompile, disassemble, or create derivative works based wholly or partially on the Application, nor perform similar actions (duplicate point, appears twice in original),
f. not distribute, license, rent, sell, resell, assign, publicly display, perform, transmit, stream, broadcast, or otherwise exploit the Application,
g. not transfer or make available the Application, in whole or in part (including source and object code), in any form to any third parties without the prior written consent of the Administrator,
h. not impersonate any person, make false statements, or otherwise misrepresent affiliation with any person or entity,
i. not use the Application or any part of it unlawfully or for unlawful purposes, in a manner contrary to the Regulations, including but not limited to hacking or injecting malicious code such as viruses or harmful data into the Application (or websites linked to the Application) or any operating systems,
j. not infringe the intellectual property rights of the Administrator or third parties in connection with accessing and/or using the Application,
k. not collect data about other Users of the Application, not access the Application or Administrator's or third parties' systems through automated systems (e.g., bots), or attempt to decipher transmissions to or from servers used by the Application,
l. not create, operate, or use software, devices, bots, or other means or processes (including web scraping programs, plugins, browser extensions, or other technologies or manual methods) to collect data from the Application or otherwise copy profiles and other data from the Application,
m. not use the Application commercially without the prior written consent of the Administrator,
n. not obtain login details, access, or accounts belonging to other individuals,
o. not attempt, facilitate, or encourage others to violate the provisions of the Regulations,

p. not use the Application in a way that could damage, disable, overload, disrupt, or impair the functioning of the Application, the systems of the Administrator or third parties, interfere with other Users or third-party computer systems, hack, or gain unauthorized access to the Application or data of the Administrator or third parties,

q. not engage in any actions that could be considered any of the activities listed above.

§ 8 USER CONTENT

1. Each User may post their own User Content in the Service, including via the Application, free of charge.

2. It is prohibited to post User Content in the Service that is unlawful, i.e., contrary to law or good customs. In particular, it is forbidden to post content that violates copyrights or related rights, incites racial, ethnic, or religious hatred, is pornographic or erotic, glorifies fascism, Nazism, or communism, promotes or depicts violence or its consequences, insults religious feelings, is considered offensive, violates the personal rights of others, or impersonates other persons or entities. It is also forbidden to post any links leading to the above-mentioned content. If the Administrator becomes aware of unlawful content or links to such content in the Service, or content otherwise inconsistent with the Regulations, they will immediately block access to it.

3. The Administrator perform preventive control of User Content.

4. By posting any User Content in the Service, the User warrants that: a. The dissemination of the User Content, including its modifications within the Service and the Application, and outside of them as described in paragraph 6 below, will not infringe upon the rights of third parties, in particular their economic or moral copyrights, b. If the User Content includes images of any persons, such persons have consented to the dissemination of their image within and outside the Service and the Application, including the dissemination of modified versions of the User Content.

5. By posting any User Content in the Service, the User grants a free license (including the right to grant sublicenses) to the Administrator, for an indefinite period, but no shorter than five (5) years from the date the User Content is posted in the Service, to disseminate the User Content in whole or in part, within and outside the Service and Application, including for promotional and advertising purposes, without territorial, time, or quantity limitations, in all known fields of exploitation, including in particular: a. In terms of recording and reproducing the work – creating copies of the work using any technique, including printing, reprographic, magnetic recording, and digital techniques; b. In terms of trade in the original or copies on which the work was fixed – placing them on the market, lending, or renting the original or copies; c. In terms of

disseminating the work in a manner other than specified above – public performance, exhibition, display, playback, broadcasting and rebroadcasting, and making the work publicly available in such a way that anyone can access it at a time and place of their choosing, especially on the Internet and in mobile applications.

6. By posting any User Content in the Service, the User grants free consent for the Administrator or persons indicated by the Administrator to manage and use adaptations of the User Content.

7. It is forbidden to post in the Service, without prior consent from the Administrator, any User Content of an advertising, promotional, or marketing nature (including links leading to such materials), unless otherwise stipulated in a separate agreement with the Administrator.

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§ 9 COMPLAINTS

1. Complaints regarding services provided by the Administrator and the functioning of the Service or Application may be submitted through the communication channels indicated in § 14 of the Regulations.

2. A complaint submission should include at least: a. Identification of the User submitting the complaint (at minimum the email address used to log into the User account), b. Indication of the circumstances forming the basis of the complaint (e.g., inability to log in), c. Indication of the expected resolution (e.g., extension of access period, refund).

3. The Administrator will consider the complaint within 14 (fourteen) days from the date of receiving the complaint. If the submission lacks the information specified in paragraph 2 or if additional data is necessary to process the complaint, the Administrator will request the User to complete it, no later than within 5 (five) days from the complaint submission date.

4. The Administrator will respond regarding the resolution of the complaint to the email address assigned to the User's account unless a different email address for correspondence was specified in the complaint.

5. Complaints regarding any functionality of the Application, especially access to the Service via the Application or other services provided by the Administrator, should be submitted via the digital distribution platform through which the Application was obtained.

§ 10 COPYRIGHT

1. The User acknowledges that the Access and the content in the Application constitute a work protected by the provisions of the Copyright and Related Rights Act (i.e., of April 5, 2017 (Journal of Laws of 2017, item 880, as amended)).

2. Under the contract, the User does not acquire economic copyrights to the content in the Application. The User is only authorized to use the content in the Application for their own personal use. Therefore, it is particularly prohibited, regarding the entire content or any part thereof: a. to share and display the content in the Application to third parties,
b. to publish it, regardless of the form of publication,
c. to copy or reproduce it for purposes other than personal use.

3. The User undertakes to exercise due care to ensure that the content made available in the Application is not disclosed to unauthorized persons.

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§ 11 DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

1. In performing the contract, the Administrator will act with due care and skill. The Administrator makes no other promises or warranties regarding the Application or the Services, and in particular does not guarantee that: a. The User's use of the Application and Services will be uninterrupted and error-free,
b. The Application and Services will be free from any loss, damage, attacks, viruses, disruptions, hacking attempts, or other security breaches, which will be treated as cases of Force Majeure, and the Administrator disclaims any liability in this respect.

2. Except as described in paragraph 4 below and except in cases where the User exercises a statutory right to obtain a refund or compensation, under no circumstances shall the Administrator, its directors, board members, employees, affiliates, agents, contractors, or licensors be liable for any losses or damages caused by the Administrator, its employees, or agents, if: a. there was no breach of a legal duty of care owed to the User by the Administrator or its employees or agents,
b. such losses or damages are not a reasonably foreseeable result of any such breach,
c. the increase in loss or damage is caused by the User's breach of any provision of this contract,
d. the loss or damage arises from the Administrator's decision to delete or refuse to process any information or content, to warn the User, to suspend or terminate the User's access to the Services, or to take other actions during an investigation into a suspected violation or based on the Administrator's determination that a violation of the contract has occurred,
e. the loss or damage is related to loss of income, business opportunities, profits, or data, or data corruption resulting from the User's use of the Services.

3. The Administrator will make reasonable efforts to protect the information provided by the User in connection with the Service, including against its unlawful use.

4. Nothing in this agreement excludes or limits the Administrator's liability for fraud, gross negligence, intentional torts, or for death or personal injury.

5. If the User breaches the contract, they will be liable to the Administrator, its directors, board members, employees, affiliates, agents, contractors, and licensors for any claims arising from such breach. The User will also be liable for any actions taken by the Administrator during an investigation into a suspected breach or as a result of the Administrator's determination that a breach has occurred.

6. The Administrator is not responsible for data transmission charges incurred by the User in connection with their use of the Services.

§ 12 DISPUTE RESOLUTION

1. The User may use both judicial and out-of-court methods for handling complaints and pursuing claims.

2. In terms of out-of-court dispute resolution, it is possible to use, among others: a. mediation conducted by the Provincial Inspectorates of Trade Inspection — according to the procedures adopted by those entities,
b. arbitration courts — according to the procedures adopted by those entities,
c. assistance from municipal (district) consumer rights advocates.

3. The User may also use the online dispute resolution system established by the European Union (https://webgate.ec.europa.eu/odr/main/?event=main.home.show&reload=false).

4. If the complaint procedure does not resolve the dispute, the Administrator will provide the User, on paper or another durable medium, with a statement of consent or refusal to participate in out-of-court consumer dispute resolution proceedings.

5. The authorized entity within the meaning of the Act of September 23, 2016, on Out-of-Court Consumer Dispute Resolution (Journal of Laws 2016, item 1823, as amended) is the Trade Inspection (https://wiih.org.pl/).

§ 13 CONTACT

Unless otherwise provided in the Regulations, all notices and communications regarding the Service and services provided through the Service by the Administrator may be directed by the User, at their choice: a. via the contact form available on the Service and Application pages,
b. in writing to the Administrator's address indicated in § 1 of the Regulations.

§ 14 USER DATA

1. Information regarding the protection of the User's personal data fulfilling the information obligation referred to in Article 13 of GDPR is included in the Privacy and Cookies Policy, which constitutes an integral part of these Regulations.

§ 15 DIGITAL CONTENT

1. The digital content provided to the consumer as part of the contract includes the confirmation of the conclusion of the contract and the Regulations, provided that the User decides to download it. The Administrator does not introduce into the User's ICT system any software or data other than those mentioned above and in the Privacy and Cookies Policy. Using the Internet for data transmission in contract conclusion processes carries typical risks associated with the use of the Internet. The Administrator's ICT system uses market-standard techniques intended to ensure that contracts are concluded in a way that prevents unauthorized persons from accessing the transmission content.

2. Access to the digital content listed in paragraph 1 above requires the User to meet the conditions specified in § 2(1)(a)-(h) of the Regulations.

3. The digital content listed in paragraph 1 above is not protected against modifications. As a rule, the User may open and save this content in a different format than the one sent by the Administrator. Such actions may cause the digital content to change, affect its properties, or result in the loss of part of the information.

§ 16 AMENDMENTS TO THE REGULATIONS

1. The Administrator may amend the Regulations at any time for important reasons. Such reasons may include, in particular: the necessity to adapt the content of the Regulations to applicable or upcoming legal regulations, changes made to the regulations of the Google Play or App Store, the need to adapt the Regulations to changing market conditions, or changes in the method of providing Services by the Administrator. Amendments to the Regulations take effect upon publication of the new content of the Regulations on the Service website, except that contracts for Services concluded before the amendment will be performed under the previous terms.

2. The Administrator may at any time correct clerical and editorial errors in the Regulations. Clerical and editorial errors are understood as errors that do not affect the rights and obligations of the parties. Such corrections do not constitute changes

to the Regulations as referred to in paragraph 1 above. Corrections are effective upon publication of the corrected Regulations, and contracts concluded before the correction are performed under the new terms.

3. Concluding a new Service agreement by the User after a change to the Regulations is possible only after accepting the new content of the Regulations. The new Regulations will be available on the Service website and will be presented for the User's acceptance before placing their first order after the change.
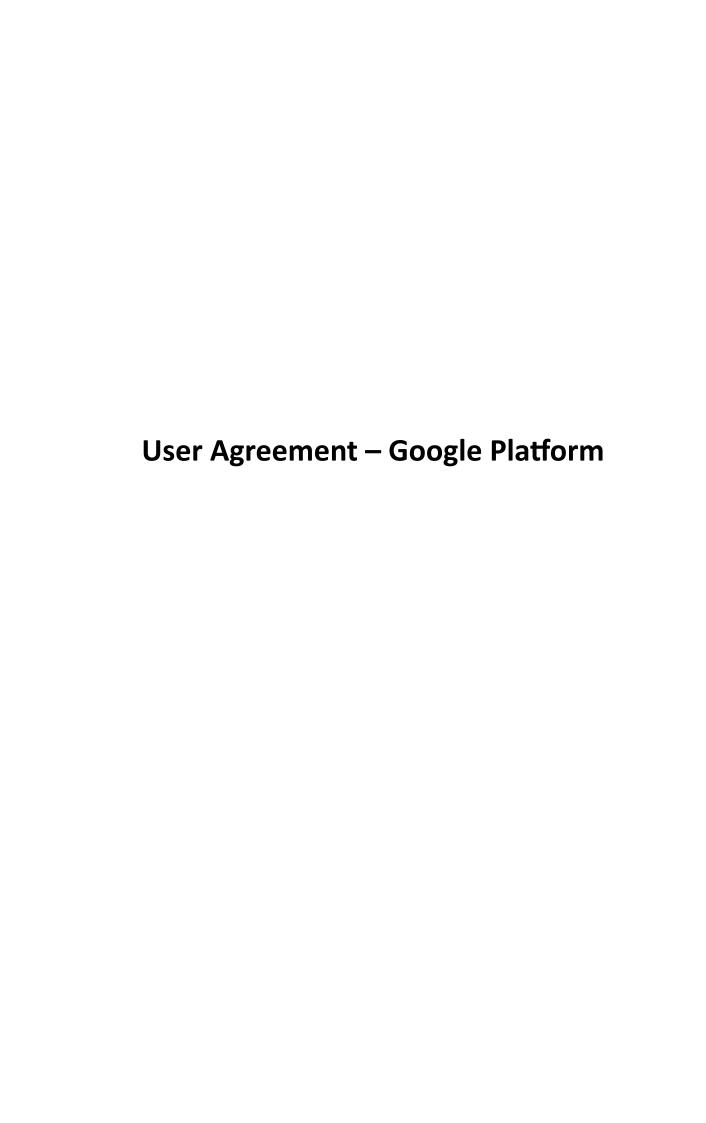
Annex 1
WITHDRAWAL FORM

I hereby inform about my withdrawal from the agreement regarding paid access to the Application.

User's First and Last Name:
……………………………………………………………………………………………..

User's Email Address:
……………………………………………………………………………………………..

Date of Agreement Conclusion:
……………………………………………………………………………………………..

Transaction Number:
……………………………………………………………………………………………..

Date:
………………………………….

Consumer's Signature (only if the form is submitted in paper version):
………………………………….

User Agreement – Google Platform

§ 1 DEFINITIONS

All expressions capitalized in this document have the meanings assigned to them below:

No.	Term	Meaning
1.	Administrator	Software Solutions Spółka z ograniczoną odpowiedzialnością, headquartered in Warsaw, Aleja Wilanowska 9a m100, 02-765 Warsaw, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under number KRS 0001162628, NIP 9512617671, REGON 54121728400000.
2.	Application	Software distributed by or with the consent of the Administrator, operating on Mobile Devices, enabling access to the Service and training resources and functionalities.
3.	Terms and Conditions	These Terms and Conditions of the Service.
4.	User	A natural person with full legal capacity, registered in the Service.
5.	Subscription	A fee for the User's use of paid services in the Service.
6.	Access	A service involving the provision by the Administrator of content related to the Application, sending notifications, and providing the User's account.
7.	Service	Access to the content of the Application (in free and paid versions).
8.	Mobile Device	A portable electronic device connected to the Internet using wireless technology (3G, LTE, Wi-Fi), using the iOS or Android operating system.
9.	Service (Website)	The website located at gmplanner.com along with all subpages.
10.	Business Day	Any day of the week from Monday to Friday, excluding public holidays.

§ 2 PRELIMINARY PROVISIONS

1. These Terms and Conditions govern the rules and conditions of using the Service, including, in particular, the rules and conditions for concluding contracts for Services, the subject of which is Access.

2. If the User concludes a contract for Services via the Service, the party to this contract for the User is the Administrator.

3. THESE TERMS AND CONDITIONS DO NOT APPLY TO CONTRACTS FOR SERVICES CONCLUDED BY THE USER THROUGH THE APPLICATION. In the case of concluding such a contract through the Application, the terms of the contract, in particular who is the party to such a contract for the User, are determined by the regulations of the respective stores, namely Google Play, App Store, and the Application's regulations available in these stores, depending on which of these stores the User downloaded the Application from.

4. Using the Service is tantamount to accepting these Terms and Conditions.

5. The Terms and Conditions, content contained in the Service, and the Application are works within the meaning of the Act on Copyright and Related Rights, are protected under this act and the Industrial Property Law, and may not be disseminated or used by other entities without the Administrator's written consent, under pain of nullity.

6. These Terms and Conditions are made available free of charge via the Application in a manner that allows them to be downloaded, saved, and printed.

§ 3 CONDITIONS FOR USING THE SERVICE AND APPLICATION

1. The technical conditions for using the Service are significant for its proper functioning, appearance in the Application or web browser used by the User, as well as for the security of transmitted data.

2. To properly use the Service or Application, the following are required: a. Internet connection, b. Web browser:

   o Chrome, Firefox, or Opera in one of the last three versions,

   o Safari or Edge in one of the last two versions,

   o Internet Explorer version 11, c. Having an active and properly configured email account, d. Enabling cookies in the browser, e. JavaScript enabled.

   o An installed operating system: iOS (version 16.0 or newer) or Android (version 8.0 or newer) when using the Service via a Mobile Device;

   o Downloading and installing the Application when using the Service via a Mobile Device.

3. The Service or Application may also operate on web browsers not listed above; however, the Administrator does not support them and does not guarantee that the Service or Application will function as intended and without errors.

4. Using the Service and downloading and using the Application may involve the User incurring fees payable to third parties such as mobile operators or Internet providers. The Administrator is not responsible for the amount of fees imposed on the User by third parties.

5. The User is prohibited from providing unlawful content in connection with the concluded agreement.

6. When using the Service through the Application on a Mobile Device, the User is also obliged to comply with the following, unless explicitly stated otherwise in the Terms and Conditions or permitted under applicable law. The User agrees to:

a. Not remove any trademarks, copyright notices, or proprietary rights notices from any elements of the Application;

b. Not reproduce, amend, or modify, in part or in whole, the Application, nor allow the integration or incorporation of the Application or any part thereof into other software;

c. Not gain or attempt to gain unauthorized access to the Application, dependent systems, or networks, nor disrupt their operation;

d. Not decompile, disassemble, or create derivative works based in part or in whole on the Application, nor perform similar actions;

e. Not distribute, license, rent, sell, resell, assign, publicly display, perform, transmit, stream, broadcast, or otherwise exploit the Application;

f. Not transfer or make available the Application, in part or in whole (including source and object code), in any form to any persons without prior written consent from the Administrator;

g. Not impersonate any person, make false statements, or otherwise misrepresent their affiliation with any individual or legal entity;

h. Not use the Application or any part thereof in a manner prohibited by law or for unlawful purposes, in a manner inconsistent with the Terms and Conditions, including but not limited to hacking or inserting malicious code, including viruses or harmful data, into the Application (or websites linking to the Application) or into any operating systems;

i. Not infringe upon the intellectual property rights of the Administrator or third parties in connection with access to and/or use of the Application;

j. Not collect data about other Users of the Application, not gain access to the Application or systems of the Administrator or third parties using automated systems (e.g., bots), nor attempt to decrypt transmissions from or to servers used by the Application;

k. Not create, operate, or use software, devices, bots, or other means or processes (including page-scraping programs, browser plugins and add-ons, or any other technology or manual processes) to collect data from the Application or otherwise copy profiles and other data from the Application;

l. Not use the Application commercially without prior written consent from the Administrator;

m. Not obtain login data, access, or accounts belonging to other persons;

n. Not attempt, facilitate, or encourage others to violate the provisions of the Terms and Conditions;

o. Not use the Application in a manner that could damage, disable, overload, disrupt, or impair the operation of the Application, as well as the operation of the Administrator's or third parties' systems, disrupt the activities of other Users or other persons' computer systems, hack or gain unauthorized access to the Application or data of the Administrator or third parties;

p. Not undertake any actions that may be considered as the aforementioned activities.

7. The provisions of point 6 above regarding the Application apply accordingly to the Service.

§ 4 REGISTRATION

1. Registration on the Service or Application is free and voluntary but necessary to use the Service.

2. The registration process and account creation occur by completing the form available at gmplanner.com or through the subscription purchase form within the Application on a Mobile Device.

3. Acceptance of the Terms and Conditions requires clicking the checkbox visible during registration.

4. After completing the registration form and submitting it, the Administrator creates the User's account. Subsequently, the Administrator sends an email to the address provided during registration with instructions to activate the User's account. The registration process is completed upon account activation.

§ 5 CONCLUSION OF SERVICE AGREEMENT

1. The User may conclude a service agreement via the Service by following the instructions displayed therein.

2. Services encompass a duration corresponding to the Subscription selected by the User.

3. Throughout the duration of the purchased Service, the User will have access to content related to the Application via the Service.

4. During the Service period, the User will receive information regarding the use of Services via email.

5. Upon selecting the payment method for the Subscription (by clicking the "Order with payment obligation" button), a contract is concluded between the User and the Administrator, the subject of which is:

   o Access.

6. Immediately after concluding the contract, the Administrator will send a confirmation to the User's email address.

7. Access to the content mentioned in §5 point 3 of the Terms and Conditions will be granted to the User no earlier than upon receipt of the Subscription payment by the Administrator.

8. The Administrator may introduce additional services that will be separately chargeable. Utilizing such additional services will require placing a separate order, the terms and pricing of which will be specified on the Service.

9. The Administrator stores User data within accounts for a maximum period of 12 (twelve) months from the date of provision to the User. After this period, the User data is deleted.

& 5a. LIMITATIONS OF THE FREE VERSION

1. Users who do not purchase a Subscription may use the free version of the Application with the following limitations:
   a. A maximum of 4 training events may be added to the dashboard each calendar month. This limit may be changed by the Administrator at any time.
   b. The sharing of training plans or events with other Users is disabled in the free version.
   c. Users cannot reschedule workouts to a different date once they are added to the calendar.
   d. Users may only add new training events up to 7 days in advance. Adding events beyond this period is not allowed.
   e. Once the scheduled date of a workout has passed, the training becomes unavailable for review, regardless of whether the User completed it. Completed and missed trainings are listed in the "Past Plans" section but cannot be opened or viewed.

2. Access to the full functionality of the Application, without the above limitations, is granted upon purchasing a Subscription, as specified in § 5 of these Terms and Conditions.

§ 6 PAYMENTS

1. The Subscription fee includes access to the paid version of the Application.

2. The Subscription fee is gross. The Administrator does not charge any additional fees for access to the Services.

3. The Administrator offers various payment methods for the Service. The list of currently accepted payment methods is available in the Application. When using online payment operators, acceptance of their service terms may be required.

4. The Administrator does not charge any additional fees for using specific payment methods for the Subscription.

5. To receive a VAT invoice for the provided service or purchased Goods, the User should inform the Administrator of their desire to obtain one and send the necessary details for issuing the VAT invoice to the email address: customer@gmplanner.com.

§ 7 WITHDRAWAL FROM THE AGREEMENT AND CANCELLATION OF PAID SUBSCRIPTION

1. The User has the right to withdraw from the agreement concluded in accordance with §5 point 5 of the Terms and Conditions within 14 (fourteen) days from its conclusion without providing any reason.

2. To meet the withdrawal deadline, it is sufficient to send a statement before its expiration.

3. Withdrawal from the agreement is effected by submitting a statement, which can be made in any form, e.g., a written statement sent to the Administrator's address specified in §1 or electronically via the contact form available in the Application.

4. The User may use the statement template attached as Annex 1 to these Terms and Conditions.

5. If the withdrawal statement is submitted electronically, the Administrator will promptly confirm receipt of such a statement.

6. The Administrator will promptly, no later than within 14 days from the date of receiving the withdrawal statement, refund all payments made by the User, excluding return shipping costs.

7. The refund will be made using the same payment method used by the User. If the chosen payment method is difficult or impossible, the Administrator will contact the User to agree on an alternative refund method, which will not incur any costs for the User.

8. The User has the right to cancel the paid subscription at any time by submitting an appropriate statement in the Application or in writing to the address specified in §1.

9. The paid subscription will be deactivated at the end of the calendar month following the month in which the cancellation occurred.

§ 8 COMPLAINTS

1. Complaints regarding the Services provided by the Administrator, as well as the operation of the Service or Application, may be submitted through the communication channels specified in §14 of the Terms and Conditions.

2. A complaint submission should include at least:

a. Identification of the User submitting the complaint (at a minimum, the email address used to log into the User's account);

b. Indication of the circumstances forming the basis of the complaint (e.g., inability to log in);

c. Specification of the expected resolution (e.g., extension of access period, refund).

3. The Administrator will review the complaint within 14 (fourteen) days from the date of receipt. If the complaint lacks the information specified in point 2 above, or if additional information is necessary to process the complaint, the Administrator will request the User to provide the missing information within 5 (five) days from the date of the complaint submission.

4. The Administrator will respond regarding the resolution of the complaint to the email address associated with the User's account, unless a different email address is specified in the complaint submission.

5. Complaints regarding any functionalities of the Application or other services provided by the Administrator should be submitted through the digital distribution platform of the Application.

§ 9 USE AND RESULTS

1. The exercise recommendations prepared by the Administrator are based on limited information about the User. The Administrator does not have access to the User's medical history or test results, particularly regarding medical advice on the User's conditions or injuries. Therefore, before starting to follow the exercise recommendations, it is necessary to consult a doctor, physiotherapist, or personal trainer who can assess the risks and suitability of the exercises for the specific User.

2. Due to the numerous factors influencing the effectiveness of recommendations and exercises, the Administrator does not guarantee that following the recommendations and exercises will yield the intended results or will not cause undesirable side effects. In case of side effects, the User should discontinue the exercises and consult a doctor. The Administrator is not liable for any injuries or conditions resulting from following the recommendations and exercises.

3. The effects of following the recommendations and exercises may vary among different Users.

4. The recommendations and exercises are not intended for pregnant or breastfeeding women, children and adolescents, or individuals suffering from acute or chronic illnesses (including but not limited to heart diseases, musculoskeletal disorders, individuals recovering from injuries or surgeries). Such individuals should not use the recommendations and exercises.

5. The Service is not a source of medical knowledge, and the information contained therein or in the recommendations and exercises does not constitute medical advice and should not be treated as a substitute for consultation with a doctor or physiotherapist.

6. The Administrator does not have information about the health status of Users and, therefore, does not monitor it. Users should independently take care of their health, including undergoing appropriate medical examinations.

§ 10 COPYRIGHT

1. The User acknowledges that the recommendations and exercises constitute works protected under the Act on Copyright and Related Rights (i.e., of April 5, 2017, Journal of Laws of 2017, item 880, as amended).

2. Under the agreement, the User does not acquire proprietary copyrights to the recommendations and exercises. The User is authorized only to use the recommendations and exercises for personal purposes. Accordingly, it is prohibited, in whole or in part, to:

a. Share or present the recommendations and exercises to third parties, except for consultations mentioned in §9 points 1 and 2;

b. Publish them in any form;

c. Copy or reproduce them for purposes other than personal use.

3. The User agrees to exercise due diligence to ensure that the content of the recommendations and exercises is not disclosed to unauthorized persons.

4. The license for the Application is granted under the terms specified in the Application's regulations available in Google Play, App Store, or depending on which store the User downloaded the Application from, and the license is granted for the duration of the Service.

§ 11 DISPUTE RESOLUTION

1. The User may utilize both judicial and extrajudicial means for handling complaints and pursuing claims.

2. Extrajudicial dispute resolution methods include: a. Mediation conducted by provincial inspectorates of the Trade Inspection, following procedures adopted by

these entities. b. Arbitration courts, in accordance with procedures adopted by these entities. c. Assistance from municipal (county) consumer rights advocates.

3. The User may also use the online dispute resolution system established by the European Union: https://webgate.ec.europa.eu/odr/main/?event=main.home.show&reload=false.

4. If the complaint procedure does not resolve the dispute, the Administrator will provide the User with a statement, on paper or another durable medium, indicating consent or lack thereof to participate in out-of-court consumer dispute resolution proceedings.

5. The authorized entity under the Act of September 23, 2016, on out-of-court consumer dispute resolution (Journal of Laws of 2016, item 1823, as amended) is the Trade Inspection (https://wiih.org.pl/).

§ 12 CONTACT

Unless otherwise specified in the Terms and Conditions, all notifications and information regarding the Service and services provided through it by the Administrator may be directed by the User, at their discretion:

a. Via the contact address provided on the Service and Application pages.

b. In writing to the Administrator's address specified in § 1 of the Terms and Conditions.

§ 13 USER DATA

Information regarding the protection of the User's personal data, fulfilling the information obligation referred to in Article 13 of the GDPR, is contained in the Privacy and Cookies Policy, which is an integral part of these Terms and Conditions.

§ 14 DIGITAL CONTENT

1. The digital content provided to the consumer as part of the contract includes confirmation of the contract for using the Application and the Terms and Conditions, if the User chooses to download them. The Administrator does not introduce any software or data into the User's IT system other than those mentioned above. The process of concluding contracts involves typical risks associated with using the Internet for data transmission. The Administrator's IT system employs commonly accepted market techniques to ensure that contracts are concluded in a manner that prevents unauthorized access to the content of the transmission.

2. To access the digital content mentioned in point 1 above, the User must have: a. A device that allows Internet access. b. An internet browser:

   - Chrome, Firefox, or Opera in one of the three latest versions.

- o Safari or Edge in one of the two latest versions.

- o Internet Explorer version 11. c. Cookies enabled in the browser. d. JavaScript enabled. e. An active and properly configured email account. f. An installed operating system: iOS (version 16.0 or newer) or Android (version 8.0 or newer) when using the Service via a Mobile Device. g. The Application downloaded and installed when using the Service via a Mobile Device.

3. The digital content mentioned in point 1 above is not protected against modifications. Generally, the User can open and save this content in a different format than the one sent by the Administrator. Such actions may alter the digital content, change its properties, or result in the loss of some information.

§15 GOVERNING LAW

1. The agreement between the Administrator and the User is governed by Polish law and will be interpreted accordingly.

2. This Terms and Conditions does not limit any consumer protection rights that the User may have under mandatory provisions of the law in their country of residence.

3. The competent courts for any claims arising from the agreement between the User and the Administrator, as well as for any matters concerning claims resulting from torts or unjust enrichment related to the conclusion, performance, or termination of such agreement, are the Polish courts. This jurisdiction is non-exclusive and does not affect provisions providing for other bases of jurisdiction, particularly not depriving the User, as a consumer, of the right to bring proceedings before courts other than those mentioned above.

4. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this agreement.

§16 AMENDMENTS TO THE TERMS AND CONDITIONS

1. The Administrator may amend the Terms and Conditions at any time for valid reasons. Such reasons may include, in particular, the need to adapt the content of the Terms and Conditions to current or upcoming legal provisions, changes introduced in the Google Play or App Store regulations, the need to adapt the Terms and Conditions to changing market conditions, or changes in the manner of providing Services by the Administrator. Amendments to the Terms and Conditions are effective from the moment the new content is published on the Website and Application, provided that agreements concerning Services concluded before the amendment will be executed under the existing terms.

2. The Administrator may correct typographical and editorial errors in the Terms and Conditions at any time. Such corrections, which do not affect the rights and

obligations of the parties, are not considered amendments under point 1 above. Corrections are effective from the moment the corrected content is published, and agreements concerning Services concluded before the correction will be executed under the new terms.

3. The conclusion of a new Service agreement by the User following an amendment to the Terms and Conditions is possible after accepting the new content. The new Terms and Conditions will be available on the Website and will be presented to the User for acceptance before placing the first order after the amendment.

Annex 1

WITHDRAWAL FORM

I hereby inform about my withdrawal from the agreement concerning paid access to the Application.

User's Full Name:

……

User's Email Address:

……

Date of Agreement Conclusion:

……

Transaction Number:

……

Date:

………………………………………

Consumer's Signature (only if the form is submitted in paper version):

………………………………………