

REGULATION FOR THE SERVICES PROVIDED BY ELECTRONIC MEANS OF COMMUNICATION

§1

Subject matter and the purpose of regulation

1. This document constitutes the Regulations for the services provided by electronic means of communication by Innovative Labs spółka z ograniczoną odpowiedzialnością (limited liability company) duly registered and existing under the laws of Poland with its registered office in Warsaw at ul. Twarda 18, 00 – 105 Warsaw, entered in the Register of Entrepreneurs of the National Court Register [KRS] kept by the District Court for Warsaw, XIII Commercial Division of the National Court Register under the KRS number 0001000197 concerning to the User's use of services provided via the Innovative Labs Website (hereinafter: "**Regulation**").
2. The Regulations set forth the rules for providing the services on the Website. In this regard, the Regulations are rules and regulations within the meaning of Article 8(1)(1) of the USUDE.
3. The Regulation is available free of charge on the Website in a form that makes it possible to familiarize with its content and acquire, reproduce and record it.
4. The use of the Services covered by the provisions of this Regulation involves risks typically associated with the use of electronically provided services, in particular exposure to malware (e.g. viruses), exposure to blocking access to the Services, loss, modification or unauthorized access to data, including personal data.

§2

Definitions and abbreviations

1. Whenever the Regulation refers to:
 - a. **Act of Consumer Rights** - means the Act of May 30, 2014 on Consumer Rights (Dziennik Ustaw [Journal of Laws] of 2020, item 287);
 - b. **Consumer** – means the consumer within the meaning of article 22¹ of the Civil Code of April 23, 1964 (Dziennik Ustaw [Journal of Laws] of 2022, item 1360);
 - c. **GDPR** – means the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016, on the protection of natural persons in relation to the with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, OJ. EU. L. of 2016. No. 119, p. 1);
 - d. **Innovative Labs** – means Innovative Labs spółka z ograniczoną odpowiedzialnością (limited liability company) duly registered and existing under the laws of Poland with its registered office in Warsaw at ul. Twarda 18, 00 – 105 Warsaw, entered in the Register of Entrepreneurs of the National Court Register [KRS] kept by the District Court for Warsaw, XIII Commercial Division of the National Court Register under the KRS number 0001000197;
 - e. **Newsletter service** – means an e-mail message sent by Innovative Labs to the e-mail address indicated by the User in accordance with §4 of the Regulation, containing informational, educational, promotional or marketing content of Innovative Labs;
 - f. **Privacy Policy** – means the Privacy Policy of Innovative Labs sp. z o.o. (Ilc);

- g. **Services** – means services provided electronically by Innovative Labs through the Website, in particular Website access service and Newsletter service;
 - h. **User** – means a natural person using the Website;
 - i. **User Account** – means the User's account created on the Innovative Labs Website;
 - j. **USUDE** – means the Act of July 18, 2002, on the provision of services by electronic means (Dziennik Ustaw [Journal of Laws] of 2020, item 344);
 - k. **Website** – means the Innovative Labs website maintained at www.api-verse.com;
 - l. **Website access service** – means the service of the Website content's display, which is available;
2. Terms used in the Regulation not defined in paragraph 1 above shall have the same meaning as those given in the USUDE or GDPR.

§3

Website access service

1. Upon accessing the Website, the User enters into a free-of-charge agreement with Innovative Labs to provide the Website Access Service, which is concluded without the physical presence of both parties, through a telecommunications network.
2. The contract for the provision of the Website Access Service shall be concluded for an indefinite period of time.
3. For access to the Website, the User shall:
 - a. Use a terminal device connected to the Internet;
 - b. Use an up-to-date web browser version (e.g. Mozilla Firefox, Safari) that supports the JavaScript plug-in.
4. Publishing, sharing or otherwise providing unlawful content by the User is prohibited.
5. The content on the Website is the subject of copyright of Innovative Labs or entities with which Innovative Labs cooperates and are subject to legal protection under the rules set forth by the provisions of generally applicable law.
6. The results of the provision of the Services are provided in electronic form, including message text and HTML code, jpg, png or other graphic files, which are compatible with any device that allows the display of such content. The Services do not contain technical protection measures.

§4

Newsletter service

1. The User interested in subscribing to the Newsletter service shall activate the service by completing the form on the Website, where they shall provide their e-mail address and make the statements referred to in paragraph 2 below, and then submit the form using

the "Subscribe" function. Upon receipt of the form, Innovative Labs sends to the User's e-mail address indicated in the form, an e-mail message asking the User to confirm the activation of the Newsletter service using the "Confirm your e-mail" function.

2. Consent to send marketing content via the e-mail address is necessary for activating the Newsletter service and is done by filling out the subscription form on the Website with the e-mail address.
3. The subscription of the Newsletter Service shall mean the conclusion of a free-of-charge contract to provide the Newsletter service for an indefinite period of time, which is concluded without the physical presence of both parties, through a telecommunications network. The Newsletter service is provided by Innovative Labs.
4. The User who has activated the Newsletter service may resign from the further subscription at any time, which means termination of the Newsletter agreement. To resign from the Newsletter service, the User shall use the "Unsubscribe" function, located in the content of each message sent within the Newsletter service. Upon receipt of the User's request, Innovative Labs shall record the fact of unsubscribing from the Newsletter service.
5. If the User violates the provisions of the Regulation, Innovative Labs shall be entitled to terminate the Newsletter service agreement immediately, of which it shall inform the User by sending an appropriate e-mail message.
6. Termination of the Newsletter service agreement, under paragraphs 4 and 5 above, shall result in the discontinuation of sending the Newsletter.
7. The content in the Newsletter is the subject of Innovative Labs' copyrights and is subject to legal protection under the rules set forth by the relevant provisions of generally applicable law.

§5

Complaint

1. The User has the right to file a complaint regarding the Services. The content of the complaint should consist of information about the User's contact data and a description of the Services' problem, with an indication of the demands of the person submitting the complaint.
2. The complaint referred to in paragraph 1 should be sent in electronic form to the e-mail address: support@api-verse.com or in writing to the address: Innovative Labs spółka z ograniczoną odpowiedzialnością (Ilc) based on Warsaw, 18 Twarda Street, 00 - 105 Warsaw.
3. Innovative Labs will consider a complaint submitted under paragraphs 1 and 2 above without undue delay. Innovative Labs' decision on the complaint is sent to the User using the same communication channel through which the complaint was submitted. Detailed information on the User's ability to use out-of-court procedures for handling complaints and pursuing claims, as well as the rules of access to these procedures, are available at the offices and websites of district (city) consumer ombudsmen, consumer rights organizations, the Provincial Inspectorate of Commercial Inspection and at the following web addresses of the Office of Competition and Consumer Protection:
 - <https://www.uokik.gov.pl/home.php>;

- http://www.uokik.gov.pl/spory_konsumenckie.php;
- http://www.uokik.gov.pl/sprawy_indywidualne.php;
- http://www.uokik.gov.pl/wazne_adresy.php (w języku polskim).

Using the address <http://ec.europa.eu/consumers/odr>, Consumers can use the EU online platform (ODR platform) to submit a dispute to electronic dispute resolution. The ODR platform is a multilingual, interactive website for serving consumers residing in the European Union and businesses located in the European Union seeking out-of-court resolution of disputes arising from the conclusion of an online sales or service contract between them.

§6

Innovative Labs liability

1. Innovative Labs shall be liable for damages incurred by the User in connection with improper performance of the Services only to the extent specified in the Regulation.
2. Innovative Labs shall be liable for the acts or omissions of persons with whose help it performs services provided electronically, as well as persons to whom it entrusts the performance of such services.
3. Innovative Labs shall not be liable for failure to perform or improper performance of the Services if caused by third parties (in particular, telecommunications service providers or suppliers, email service providers or electricity providers).
4. Innovative Labs is not responsible for the inability or impediment to using the Services due to reasons attributable to the User, particularly for any loss or coming into possession of the Account password by third parties.
5. Innovative Labs shall not be liable for damages caused by the actions or omissions of Users, in particular for their use of the Services in a manner inconsistent with applicable law, the Regulation, available instructions or the purpose of the Website.
6. Innovative Labs is not responsible for the contemporariness, correctness, completeness, and accuracy of the content posted on the Website. In particular, Innovative Labs is not responsible for the content posted by the User.
7. Innovative Labs shall not be responsible for the inadequacy or defects of the User's equipment and software and shall not repair, adjust or adapt them.
8. In the event of a defect, its removal shall be done as soon as possible, in the order that the defect has been notified. If the defect is not removable within 5 (five) working days of its notification, Innovative Labs will determine the date for its removal and provide this information to the notifying User. If the defect is not removable within 5 (five) working days of its notification, Innovative Labs will determine the date for its removal and inform the User.

§7

The right to withdraw from the contract

A User, who is a Consumer, has the right to withdraw from a contract concluded under §3 (1) or §4 (1) - (3) of this Regulation within 14 days without providing any reason. For the effective exercise of the right to withdraw from a contract concluded under §3 (1) or §4 (1) - (3) of this Regulation, the User shall make an unambiguous statement of withdrawal by sending it in electronic form to the e-mail address: support@api-verse.com or in

writing to the address: Innovative Labs spółka z ograniczoną odpowiedzialnością (Ilc) based on Warsaw, 18 Twarda Street, 00 - 105 Warsaw. To comply with the 14-day notice period, it is necessary to send the statement referred to in the preceding sentence before the expiration of that period.

§8

General provisions

1. Innovative Labs is the personal data controller within the meaning of Article 4(7) of the GDPR. Detailed scope of rights and obligations related to protecting Users' data can be found in the Privacy Policy.
2. Innovative Labs reserves the right to update the Terms and Conditions. Any changes in the content of the Terms and Conditions come into force on the date indicated in the information about the introduction of changes. A user who does not accept the range of the amended Regulation may resign from the Newsletter service within 14 days starting from delivery of the information about the introduction of changes; §3 sections 4 and 6 of the Regulation shall apply accordingly.
3. The invalidation of individual provisions of the Regulation shall not affect the validity and effectiveness of the remaining provisions.
4. The Regulation shall come into force on the date of its publication on the Website.
5. The Regulation was prepared and is governed under Polish law.
6. To the extent not regulated by the provisions of these Regulations, the relevant provisions of the USUDE and other generally applicable laws shall apply.