

TERMS AND CONDITIONS

§ 1.

General provisions

1. These terms and conditions (hereinafter: "Terms and Conditions") define the terms and conditions of using the Lmente App (hereinafter: "the App") and services provided by the Service Provider.
2. The Terms and Conditions constitute the terms and conditions referred to in Article 8 of the Act of 18 July 2002 on the provision of services by electronic means (hereinafter: "Act on Rendering Electronic Services").
3. The App is owned by Lmente spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (address: ul. Hoża 86/410, 00-682 Warsaw), entered into entrepreneurs' register administered by the District Court for capital city of Warsaw based in Warsaw, XII Commercial Division of National Court Register under KRS no.: 0001028827, holding tax identification number (NIP): 7011139219, statistical number (REGON): 525026705, share capital of PLN 10.000,00 (dalej: „Service Provider”).
4. The Service Provider may be contacted by:
 - 1) e-mail at: app@lmente.com,
 - 2) regular mail at: ul. Hoża 86/410, 00-682 Warsaw,
 - 3) telephone at: +48 604 777 518.
5. Information about the Services available on the App, in particular their descriptions, technical and performance parameters constitute an invitation to conclude an Agreement within the meaning of Article 71 of the Act of 23 April 1964 Civil Code (hereinafter: the "Civil Code").
6. Before using the App, the User is obliged to read the Terms and Conditions and Privacy Policy.

§ 2.

Definitions

Capitalized terms used in these Terms and Conditions shall have the following meanings:

- 1) Account - a panel created in the App's IT system, allowing the User to use its functionalities, in particular to organize and track sports events,
- 2) Account Service – a digital service, within the meaning of the Consumer Rights Act, consisting of the creation and maintenance of an Account by the Service Provider for the benefit of the User,
- 3) Account Service Agreement – an agreement for the provision of a digital service, within the meaning of the Consumer Rights Act, pursuant to which the Service Provider undertakes to provide the Account Service to the User free of charge for an indefinite period, and the User undertakes to provide the Service Provider with personal data,
- 4) Civil Code - the term defined in § 1(5) of the Terms and Conditions,
- 5) Consumer - a natural person making a legal transaction with the Service Provider which is not directly connected with his/her business or professional activity,
- 6) Consumer Rights Act - the Consumer Rights Act of 30 May 2014,
- 7) Entrepreneur - a natural person, a legal person, or an organisational unit without legal personality, to which specific provisions grant legal capacity, conducting business or professional activity in its own name,

- 8) Entrepreneur with Consumer rights - a natural person conducting a business or professional activity on their own behalf who has entered into an Agreement with the Service Provider which is directly related to his or her commercial activity, but which is not of a professional nature for that person, such as arises in particular from the objects of his or her business activity,
- 9) Event - a sports event organized by the Organizer via the App,
- 10) Event Regulations – regulations of a specific Event established by its Organizer based on the conditions set out in our regulations,
- 11) Non-Conformity – shall be understood as non-conformity of the Digital Product/Service with the Agreement for its supply (the criteria for assessing the conformity of the Digital Product/Service with the Agreement for its supply are specified in Article 43k (1-2) of the Consumer Rights Act),
- 12) Organizer - the User who has accepted the Terms of use for Organizers, who has the possibility to organize Events,
- 13) Privacy Policy - the document containing information on the processing of User's personal data by the Service Provider,
- 14) Service Provider - the term has been defined in § 1(3) of the Terms and Conditions,
- 15) Statement – a term defined in § 10(3) of the Terms and Conditions,
- 16) Terms and Conditions - the term has been defined in § 1(1) of the Terms and Conditions,
- 17) User – a person who is a Consumer, an Entrepreneur or an Entrepreneur with Consumer rights, who has concluded an Account Service Agreement with the Service Provider or has taken steps to conclude such an Agreement; Users are also the Organizers.

§ 3.

Technical requirements

- 1. For the Users to be able to use the App properly, the following are jointly required:
 - 1) downloading the App from the App Store or Google Play,
 - 2) connection to the Internet,
 - 3) device(s) enabling the use of Internet resources,
 - 4) an active e-mail account.
- 2. It is prohibited for Users to use viruses, bots, bugs or other computer codes, files or programmes (in particular, process automation scripts and applications or other codes, files or tools) within the App.
- 3. The Service Provider hereby informs that it uses cryptographic protection of electronic transmissions and digital content by means of appropriate logical, organisational, and technical measures, to prevent access to data by third parties, including SSL encryption, the use of passwords and anti-virus or anti-spyware software.
- 4. The Service Provider hereby informs that despite the application of security measures referred to in Section 3 above, the use of the Internet and services provided by electronic means poses a risk that malware may infect the Users's mobile device's system and device or that third parties may gain access to the data stored on that device. To minimise the risk, the Service Provider recommends the use of anti-virus software or means of protecting identification on the Internet.

§ 4.

Terms and conditions governing the use of the App

1. The User has the obligation to use the App in a manner compliant with generally applicable law, the provisions of the Terms and Conditions, as well as with principles of good mores.
2. The provision of unlawful content by the User is prohibited.
3. Each User can block another User by using the "Block" button. A blocked User is not able to search for the profile of the User blocking him or her and participate in the Event organized by him.
4. Each User may report to the Service Provider content or Accounts that violate the Terms and Conditions, law, rules of social coexistence or decency. The Service Provider examines the application within 24 hours from the date of its receipt.
5. The User the services provided by the Service Provider is obliged to provide only data (including personal data) consistent with the actual state. The Service Provider shall not be liable for the consequences of providing false or incomplete data by the User.
6. All statements, calls, notifications, and information referred to in the Terms and Conditions may be submitted by push notifications or e-mail, unless a specific provision of the Terms and Conditions provides otherwise.

§ 5.

Account Service Agreement

1. To conclude the Account Service Agreement, the User should take the following steps:
 - 1) download the App,
 - 2) click "Sign in" tab and then "Register" option,
 - 3) enter the following mandatory data in the pop-up form:
 - a) e-mail address,
 - b) a password to the Account created by the User (it is necessary to enter the password twice),
 - 4) tick the checkbox next to the statement on having read and accepted the Terms and Conditions and Privacy Policy,
 - 5) click the "Sign in" option,
 - 6) enter the verification code received to the e-mail address provided during registration.
2. By clicking entering the verification code, the User concludes the Account Service Agreement.
3. The User shall gain access to the Account immediately upon entering the verification code.
4. The User can also sign up or log in using his Google, Apple, or Facebook account.
5. After the first login, the User should choose an avatar and complete his name (nickname).
6. Using the Account, the User may, in particular:
 - 1) store his/her personal data,
 - 2) search for and invite other Users to become friends and to participate in the Event,
 - 3) organize or join the Events,
 - 4) rate the Events.
7. The Service Provider hereby informs, and the User acknowledges, that maintaining the compliance of the Account Service with the Account Service Agreement might require the User to install its updates.
8. If the User is not granted access to the Account immediately after the conclusion of the Account Service Agreement, the User shall request the Service Provider to grant access to the Account immediately. The request referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1(4)(1) of the Terms and Conditions. Should the Service Provider fail to

grant the User access to the Account immediately upon receipt of the request referred to in the preceding sentence, the User is entitled to rescind the Account Service Agreement.

9. Notwithstanding the provisions of Section 7 above, if the User is not granted access to the Account, the User is entitled to rescind the Account Service Agreement without requesting the Service Provider to grant access to the Account, provided that at least one of the conditions indicated in Article 43j(5) of the Consumer Rights Act applies.
10. Notwithstanding the provisions of Sections 6 to 7 above, the User is entitled to terminate the Account Service Agreement with immediate effect at any time and without stating a reason. Furthermore, pursuant to Article 27 et seq. of the Consumer Rights Act, the User is entitled to rescind the Account Service Agreement without stating a reason, within 14 (fourteen) days of its conclusion.
11. Rescission of the Account Service Agreement or its termination, regardless of the grounds for such action, shall be affected by the User submitting to the Service Provider a statement on rescinding the Account Service Agreement or its termination. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1(4)(1) of the Terms and Conditions. The Service Provider shall delete the Account immediately upon receipt of the statement referred to in the preceding sentence.
12. If the User uses the Account in a manner that violates generally applicable law, the provisions of the Terms and Conditions or principles of good mores, or if the User provides content of an unlawful nature, the Service Provider shall be entitled to terminate the Account Service Agreement with a 7 (seven) day notice period, by sending a notice of termination to the User via e-mail. After the expiry of the notice period specified in the preceding sentence, the Account shall be permanently deleted. During the period of notice, the Service Provider may block the User's access to the Account if this is necessary to prevent the User from committing further infringements.
13. The Service Provider may block the Account, which is equivalent to the termination of the Account Service Agreement by the Service Provider with a 7 (seven) day notice period. After the expiry of the notice period specified in the preceding sentence, the Account shall be permanently deleted.

§ 6.

Participation in Events

1. If the Organizer of the Event has developed the Event Regulations, its provisions also apply to User. In such a case, the Organizer will make the Regulations of the Event available to the User by placing them on the website of a given Event. Notwithstanding the above, the User is obliged to read the Regulations for participation in the Event available at: http://lmente.com/join_event_regulations.
2. The owner or manager of the facility where the Event is to take place may determine the rules for the use of this facility. In such cases, they apply to Users staying on the premises. The rules of use of the property can be made available on the Events page.
3. Some types of Events may be subject to additional regulations resulting from applicable law, including the Act of 20 March 2009 on the safety of mass events. In the case of football matches, there are provisions on the special identification of persons participating in such an Event.
4. The User could receive personalized suggestions for future events based on activity in the Application and history of participation in Events.

§ 7.

Terms of use for Organizers

1. As part of the Account Service, the Service Provider offers the following services to Organizers:
 - 1) creating a subpage of the Event,
 - 2) uploading images,
 - 3) promotion of the Event in the Application,
 - 4) communication with the participants of the Event,
 - 5) the ability to track the route of the Event (in the case of cycling events),
 - 6) the possibility of receiving push notifications about Events organized as part of the Application.
2. The Organizer can create one public Event and one Event for friends for free.
3. The responsibility for the Event lies solely with the Organizer. The Service Provider is not a party to agreements for participation in the Event concluded between Users or between the Organizers and Users. Users and Organizers are solely responsible for the performance of agreements they have concluded with each other using the Application.
4. The Service Provider shall not be liable for the Organizer's obligations towards Users joining the Event.
5. The Service Provider is not responsible for the actual identity of the User. Each Organizer/User is solely responsible for verifying the actual identity of another User.
6. Detailed conditions for the organization of Events are set out in the Regulations for Organizers available at: http://lmente.com/create_event_regulations.

§ 8.

Complaints concerning the Services

1. The provisions of this § 8 apply only to:
 - 1) Users who are Consumers or Entrepreneurs with Consumer rights,
 - 2) Account Service Agreements,
 - 3) Non-Conformity of the Account Service with the Account Service Agreement.
2. The Service delivered to the User by the Service Provider must be following the relevant Agreement for the entire period of delivery of the Service.
3. The Service Provider shall be liable for Non-Conformity disclosed during the period of delivery of a given Product/Service - in the situation where the Digital Service is delivered on a continuous basis.
4. If Non-Conformity is disclosed, the User may file a complaint requesting that the Service be brought into compliance with the relevant Agreement.
5. The complaint shall be submitted by e-mail to the address specified in § 1(4)(1) of the Terms and Conditions.
6. The complaint should include:
 - 1) the User's first and last name,
 - 2) e-mail address,
 - 3) description of the Non-Conformity disclosed,
 - 4) a request to bring the Service to compliance with the Agreement.
7. The Service Provider may refuse to bring the Service to conformity with the relevant Agreement if it is impossible or would require the Service Provider to incur excessive costs.

8. Upon reviewing the complaint, the Service Provider shall provide the User with a response to the complaint, in which the Service Provider:
 - 1) accepts the complaint and indicates the expected date for bringing the Service to compliance with the relevant Agreement,
 - 2) refuses to bring the Service into compliance with the relevant Agreement for reasons indicated in Section 7 above,
 - 3) rejects the complaint due to its groundlessness.
9. The Service Provider shall respond to the complaint by e-mail within 14 (fourteen) days from the date of receiving it.
10. If the complaint is accepted, the Service Provider shall, at its own expense, bring the Service to conformity with the relevant Agreement within a reasonable time from receiving the complaint and without undue inconvenience to the User, considering the nature of the Service and the purpose for which it is used. The planned timeframe for bringing the Service to conformity with the relevant Agreement shall be indicated by the Service Provider in its response to the complaint.
11. If Non-Conformity is disclosed, the User is entitled to submit a statement on rescission of the Agreement to the Service Provider, where:
 - 1) bringing the Service into conformity with the Agreement is impossible or requires excessive costs,
 - 2) the Service Provider has failed to bring the Service to conformity with the relevant Agreement in accordance with Section 10 above,
 - 3) Non-Conformity persists even though the Service Provider has attempted to bring the Service into conformity with the Agreement,
 - 4) Non-Conformity is so material as to justify rescission of the Service Agreement in question without first requiring the Service Provider to bring the Service into conformity with the Agreement,
 - 5) it is clear from the Service Provider's statement or circumstances that the Service Provider will not bring the Service into conformity with the relevant Agreement within a reasonable time or without undue inconvenience to the User.
12. A statement on rescission of the Agreement may be submitted by e-mail to the address specified in § 1(4)(1) of the Terms and Conditions.
13. The statement on rescission of the Agreement should include:
 - 1) the User's first and last name,
 - 2) e-mail address,
 - 3) Service delivery date,
 - 4) description of the Non-Conformity disclosed,
 - 5) indication of the reason for the statement, selected from among the reasons specified in Section 11 above,
 - 6) a statement on price reduction, including an indication of the reduced price, or a statement on rescission of the Agreement.
14. If the User rescinds the Account Service Agreement, the Service Provider shall delete the Account immediately upon receipt of the statement on rescission of the Account Service Agreement.
15. Pursuant to Article 34 (1a) of the Consumer Rights Act, if the User rescinds the Account Service Agreement, the User shall stop using the Account Service and making it available to third parties.

§ 9.

Right of withdrawal

1. The provisions of this § 9 apply only to the Users who are Consumers or Entrepreneurs with consumer rights.
2. Pursuant to Article 27 et seq. of the Act on consumer rights, the User has the right to withdraw from the Agreement without giving any reason within 14 (fourteen) days from the date of its conclusion.
3. The right to withdraw from the Agreement is exercised by the User by submitting to the Service Provider a statement of withdrawal from the Agreement (hereinafter: "Statement"). To meet the deadline for withdrawal from the contract, it is sufficient to send the Statement before the deadline referred to in seq. 2 above.
4. The statement may be submitted by the User in any form, in particular on the form constituting Annex 2 to the Act on consumer rights.
5. The Service Provider shall immediately confirm to the User receipt of the Statement by e-mail.
6. In the event of withdrawal by the User from the Agreement for the provision of the Account Service, the Service Provider shall delete the Account immediately after receiving the statement of withdrawal from the Agreement.

§ 10.

Intellectual property

1. All components of the App, in particular:
 - 1) the name of the App,
 - 2) the logo of the App,
 - 3) photos and descriptions of the App,
 - 4) principles of operation of the App's website, all its graphic elements, interface, software, source code and databases- are subject to legal protection under the provisions of the Act of 4 February 1994 on Copyright and Related Rights, the Act of 30 June 2000 - Industrial Property Law, the Act of 16 April 1993 on Combating Unfair Competition, and other generally applicable laws, including European Union laws.
2. Any use of the Service Provider's intellectual property without its prior express permission is prohibited.

§ 11.

Personal data processing

For information on the processing of personal data by the Service Provider, please refer to the Privacy Policy available at: <http://lmente.com/policy>.

§ 12.

Out-of-court dispute resolution

1. The provisions of this § 12 apply only to Users who are Consumers.
2. The User shall have the opportunity to use out-of-court procedures for handling complaints and pursuing claims.

3. Detailed information on the possibility for the User to use out-of-court ways of handling complaints and pursuing claims, as well as rules of access to these procedures are available at the offices and websites of:
 - 1) district (city) consumer ombudsmen, social organisations whose statutory tasks include consumer protection,
 - 2) Voivodship Inspectorates of Commercial Inspection,
 - 3) Office of Competition and Consumer Protection.
4. The User may also use the App for online dispute resolution (ODR) available at: <http://ec.europa.eu/consumers/odr/>.

§ 13.

Changes to the Account Service

1. The Service Provider is entitled to make changes to the Account Service in the event of:
 - 1) the need to adapt the Account Service to newly developed devices or software used by Users to use the Account Service,
 - 2) the Service Provider's decision to improve the Account Service by adding new functionality to it or modifying any of the existing functionalities,
 - 3) legal obligation to make changes, including the obligation to adapt the Account Service to the current state of the law.
2. The change of the Account Service shall not involve any costs on the part of the User.
3. The Service Provider shall inform Users of the change made to the Account Service by posting a message on the Account informing of the changes. Independently, the information about the made change may be sent to Users by e-mail.
4. If the change to the Account Service will materially and adversely affect the User's access to the Account Service, the Service Provider shall inform the User about:
 - 1) the characteristics and timing of the change, and
 - 2) the User's right to terminate the Account Service Agreement with immediate effect within 30 (thirty) days of date of the change.
5. The information referred to in Section 4 above shall be sent by the Service Provider to the Users by e-mail, not later than 7 (seven) days before the change is made.
6. The User's termination of the Account Service Agreement pursuant to Section 4(2) above shall be affected by submitting to the Service Provider a notice of termination of the Account Service Agreement. The notice referred to in the preceding sentence may be sent by e-mail to the address specified in § 1(4)(1) of the Terms and Conditions. The Service Provider shall delete the Account immediately upon receipt of the statement referred to in the preceding sentence.

§ 14.

Amendment to the Terms and Conditions

1. The Service Provider may amend the Terms and Conditions in the event of:
 - 1) a change in the objects of the Service Provider's business,
 - 2) the commencement by the Service Provider of the provision of new services, the modification of services previously provided or the discontinuation of their provision,
 - 3) making technical modifications to the App requiring adaptation of the provisions of the Terms and Conditions to such changes,
 - 4) legal obligation to make changes, including the obligation to adapt the Terms and

Conditions to the current state of the law.

2. Users will be informed of changes to the Terms and Conditions by publication of the amended version of the Terms and Conditions on the App's website at least 7 (seven) days prior to the date on which the amendments take effect. Within the period referred to in the preceding sentence, the amended version of the Terms and Conditions will be sent to Users by e-mail.
3. A User who does not agree to the amendment to the Terms and Conditions is entitled to terminate the Account Service Agreement with immediate effect until the amendments to the Terms and Conditions become effective. Failure to terminate shall be deemed to constitute acceptance of the amendment to the Terms and Conditions.
4. Termination of the Account Service Agreement shall be affected by the User or Subscriber submitting a notice of termination of such Agreement to the Service Provider. The notice referred to in the preceding sentence may be sent by e-mail, to the address indicated in § 1(4)(1) of the Terms and Conditions.
5. Immediately upon receipt of the notice referred to in Section 4 above, the Service Provider shall delete the Account.

§ 15.

Final provisions

The current version of the Regulations is effective from 28.04.2023.