# TERMS OF SERVICE — “EQUESTY” APP

> This English text is a courtesy translation. The Polish-language Regulamin is the sole legally binding version; in case of any discrepancy, the Polish version prevails.

### §1. Definitions

The terms used in these Terms mean:

1. **App** — the “Equesty” mobile application for mobile devices, made available in app stores, together with the related server-side software (API).
2. **Provider** — Jakub Mikołajczyk, a sole proprietor (jednoosobowa działalność gospodarcza) trading as JM SOLUTIONS JAKUB MIKOŁAJCZYK, NIP 9681001932, REGON 389583483, address: ul. Wiśniowa 8, 62-820 Stawiszyn, Poland, email: contact@equesty.app.
3. **Service(s)** — the services supplied by electronic means through the App, set out in §3.
4. **User** — a natural person using the App through an Account.
5. **Consumer** — a User who is a consumer within the meaning of Art. 22¹ of the Polish Civil Code.
6. **Entrepreneur** — a User who is not a Consumer, including a User who acts in the App as an Organizer or on its behalf in the course of business. 6a. **Entrepreneur with consumer rights** — an Entrepreneur who is a natural person concluding a contract directly related to their business activity, where the content of that contract shows it is not of a professional nature for them, arising in particular from the subject of their business activity as disclosed under the Central Register and Information on Economic Activity (CEIDG) rules.
7. **Account** — the User's individual profile in the App, secured by an email address and a password.
8. **Organizer** — a Stable or another entrepreneur running its own business that offers Rides to Riders through the App under the Organizer Chapter. An Organizer acts in the App through the User who has been given the owner role (for a Stable: the stable owner role); that User makes declarations on the Organizer's behalf, including accepting these Terms, giving and removing Staff roles and filing a termination, and the provisions of these Terms concerning the Organizer apply to that User to the extent they act as the Organizer. A trainer or another person who runs activities at a Stable is a member of that Stable's Staff, not an Organizer; arrangements between that person and the Stable are not covered by these Terms.
9. **Stable** — an equestrian centre run by an entrepreneur that keeps records in the App, in particular of horses, Staff, availability and Rides.
10. **Staff** — Users to whom the Organizer has given roles in the App other than the owner role (e.g. admin, trainer or staff) and who act on its behalf.
11. **Rider (Client)** — a User who books Rides with an Organizer or is linked to it as a Client; an Organizer may also create a Client record for a person who has no Account.
12. **Ride** — a horse ride or another equestrian activity (individual, group or recurring) booked in the App with an Organizer.

13. **Karnet** — a package of a set number of Rides with a stated expiry date, settled outside the App.
14. **Content** — information supplied by Users and stored in the App, as set out in §10a(1).
15. **Organizer Chapter** — the chapter of these Terms "Provisions for Organizers" (§15–§22).
16. **Terms** — this document, which is the regulamin within the meaning of Art. 8 of the Polish Act of 18 July 2002 on the provision of electronic services (UŚUDE).

## §2. Provider and contact

1. The Provider and operator of the App is the person named in §1(2).
2. Contact with the Provider: email contact@equesty.app, address ul. Wiśniowa 8, 62-820 Stawiszyn, Poland.
3. These Terms are made available free of charge on the equesty.app website, which the App links to, before use of the Services begins, in a form that allows them to be retrieved, reproduced and stored, including as a PDF file (Art. 8(1)(2) UŚUDE). On a User's request the Provider sends the Terms by email.

## §3. Types and scope of Services

1. The Service consists in making the App available; the App covers the following categories of functions: a) Account — creating and running an Account, signing in, and confirming the email address and the phone number; b) search — searching for Organizers and their offers, including by location, and saving favourites; c) bookings — booking Rides, whether single, group or recurring, changing and cancelling them, and viewing the history of Rides and Karnets; d) notifications — information about bookings, changes and dates, delivered in the App, by email and as push notifications; e) links — joining an Organizer and linking the Account with a Client record, including by invitation, link or code; f) tools for Organizers — running the Organizer's profile and records of horses, Staff, availability, Clients, Karnets and the status of payments made outside the App, and of the Organizer's own rules; g) public profile — presenting the Organizer's profile to other Users and, once the Organizer has turned it on, also on the equesty.app website.
2. The functions available in each category are described in the App's description in the app store, on the equesty.app website and in the App's version descriptions (release notes) made available in the App. These descriptions are for information only and do not form part of these Terms; the scope of the Service is set by (1).
3. **The App does not process payments.** All payments for Rides and Karnets are made directly to the Organizer, outside the App. The App only records the payment status entered by the Organizer.
4. The commercial relationship (price, scope and terms of Rides) arises between the Rider and the Organizer, outside the App; the Provider is not a party to it. The Organizer may make its own rules available in the App; they form part of that relationship, not part of these Terms.
5. The Services provided under these Terms are free of charge. The rules for running an Organizer in the App, including giving the owner role, are set out in the Organizer Chapter.

## §3a. Development of the Service

1. The Provider develops the Service. Adding a new function, or improving an existing one, within the categories listed in §3(1) is not a change to these Terms if all of the following hold: a) it does not remove or restrict a function the User uses; b) it introduces no fees or other costs for the User; c) it imposes no new obligations on the User and does not make access to the Service subject to new conditions; d) it does not restrict the User's rights concerning their personal data, privacy or security; e) it does not change the provisions on liability, termination of the contract, complaints, withdrawal from the contract, governing law or dispute resolution.
2. The Provider informs Users of such a change clearly and comprehensibly, in the App or in the App's version description in the app store, at the latest when the change is made available.
3. Any other change to the Service follows §3b, and a change to the text of these Terms follows §12.

## §3b. Changes to the Service

1. The Provider makes changes to the Service that are not necessary to keep it in conformity with the contract only for the following valid reasons: a) adapting the Service to a new technical environment, including new versions of device operating systems and app-store requirements; b) adapting the Service to growth in the number of Users or to other significant operational reasons, including the end or change of a third-party service on which a function depends; c) improving the security of the Service, of Users or of their data, or countering abuse; d) improving the Service, including adding or improving functions (§3a); e) adapting the Service to the law, a court judgment or an authority's decision.
2. A change to the Service involves no costs for the User.
3. The Provider informs Users of every change clearly and comprehensibly, in the manner set out in §3a(2).
4. Where a change negatively affects, in more than a minor way, access to the Service or its use, the Provider informs the User of it by email at least 30 days before making it, stating the features and the date of the change and the right to terminate the contract. A Consumer may terminate the contract without notice within 30 days of the change being made or of being informed of it, whichever is later. The right to end the contract at any time (§11(1)) is unaffected.
5. Paragraph (4) applies to all Users, including Organizers.

## §4. Technical requirements and prohibitions

1. Use of the App requires: a mobile device running an operating system in a version supported by the App (the current requirements are given in the App's description in the app store), internet access, the current version of the App, an active email address and a mobile phone number that can be confirmed in the manner made available in the App.

2. Supplying unlawful content is prohibited (Art. 8(3)(2)(b) UŚUDE), including content infringing third-party rights, as is any use of the App that disrupts its operation.
3. The User undertakes to enter true data and, for third-party data (e.g. Client data entered by an Organizer), to hold a lawful basis for processing it.

## §5. Account and conclusion of the contract

1. The contract for the provision of Services by electronic means is concluded when the email address is confirmed, after the Account has been created and these Terms accepted. Acceptance at Account creation covers the version of the Terms in force at that moment and, where a new version of the Terms has already been announced (§12), also that version, which the App shows before acceptance together with its effective date. The announced version binds the User from that date as part of the concluded contract. If a new version of the Terms that requires acceptance (§12(6)) takes effect before the email address is confirmed, further use of the App requires accepting it.
2. Creating an Account requires providing Account data — identifying data (first name; surname, if the User gives it), an email address and a password — and confirming the email address in the manner made available in the App. Use of the App also requires providing and confirming a phone number in the manner made available in the App; the App indicates from what point this is required, and until the number is confirmed the functions that require it (in particular bookings and joining an Organizer) are unavailable. One phone number can be confirmed on only one Account.
3. Acceptance of the Terms is voluntary but required to use the App. The Provider records the number of the accepted version of the Terms and the date and time of acceptance. The Privacy Policy is not part of the contract and requires no acceptance: the User confirms having read it, and the Provider records the number of the version that confirmation concerns. Once the email address is confirmed, the Provider emails the User the accepted versions of the Terms and the Privacy Policy as PDF files.
4. The Account is non-transferable.
5. The App may be used only by persons who are at least 18 years old and have full legal capacity.
6. An Account whose email address has not been confirmed may be deleted 30 days after it was created (see the Privacy Policy).
7. These Terms contain the information that Art. 12 of the Polish Act of 30 May 2014 on consumer rights requires to be given to a Consumer before a distance contract is concluded, in particular on: the Provider and how to contact the Provider (§2), the main characteristics of the Service (§3) and that it is free of charge (§3(5)), the technical requirements (§4), the duration of the contract and how to end it (§11), the right of withdrawal (§7), the conformity of the Service with the contract, updates and complaints (§8), changes to the Service (§3b) and out-of-court dispute resolution (§13). The Provider makes the Terms available before the Account is created (§2(3)) and confirms the conclusion of the contract by sending their text on a durable medium ((3)).

## §6. Rides, Karnets and payment status

1. The Organizer creates and assigns Karnets and records Ride bookings; the Rider books Rides to the extent the Organizer makes available. The rules on a Karnet's validity (number of Rides, expiry) and the terms of Rides, including the rules for cancelling them, are set by the Organizer in its offer or its own rules (§3(4)).
2. A “paid” / “unpaid” status reflects only the Organizer's declaration and is not a confirmation of payment by the Provider.
3. Complaints about settlements, a Karnet's validity or the conduct of a Ride go to the Organizer; complaints about the operation of the App go to the Provider (§8).

## §7. Right of withdrawal (Consumer)

1. A Consumer who has concluded a distance contract with the Provider for the provision of Services may withdraw from it within 14 days without giving a reason (Polish Act of 30 May 2014 on consumer rights), by sending a statement to contact@equesty.app. A model form is in Schedule 1.
2. **The Services provided under these Terms are free of charge for the User** — the App charges no fees and does not process payments (§3(3) and (5)). In practice, exercising the right of withdrawal means deleting the Account and ceasing to use the App; the Consumer bears no costs for it.

## §8. Conformity of the Service with the contract and complaints

1. The contract concluded under these Terms is a contract for the supply of a digital service within the meaning of the Polish Act of 30 May 2014 on consumer rights. Chapter 5b of that Act, on the conformity of a digital service with the contract, applies to the Service; the fact that the Service is free of charge does not exclude this. The Provider supplies a Service that conforms with the contract throughout its duration, and informs the Consumer of, and supplies, the updates needed to keep it in conformity.
2. The User submits complaints about the Services (the operation of the App) to contact@equesty.app, with a description of the problem and contact details.
3. The Provider handles a complaint within 14 days and replies on a durable medium. Failure to reply in time to a Consumer means the complaint is deemed accepted.
4. Where the Service does not conform with the contract, the Consumer may demand that it be brought into conformity and, in the cases set out in the consumer rights Act, withdraw from the contract. These remedies do not limit the right to end the contract at any time (§11(1)).

## §9. Liability

1. The Provider is liable for the proper provision of the Services under the Polish Civil Code.
2. Towards Entrepreneurs, other than Entrepreneurs with consumer rights, the Provider's liability for the Services is limited to actual damage and excludes lost profits. This limitation does not apply to damage caused wilfully or through gross negligence, or to personal injury.

3. **The limitation in (2) does not apply to Consumers or to Entrepreneurs with consumer rights** (Art. $385^5$ of the Polish Civil Code). Towards them the Provider neither excludes nor limits liability where this is impermissible under mandatory law (in particular for personal injury and wilful misconduct).
4. The Provider is not liable for the conduct and delivery of Rides by the Organizer or for the accuracy of data entered by the Organizer or Users, without prejudice to the Provider's obligations under §10a.

## §10. Prohibited and permitted use

Prohibited: circumventing security measures, automated data collection (scraping), entering unlawful content, infringing other Users' rights, and using the App contrary to its purpose.

## §10a. User Content, moderation and appeals

1. The Provider stores in the App information supplied by Users ("Content"), in particular: an Organizer's name, description, contact details, logo, photos and price list, the Organizer's own rules, horses' names and photos, descriptions of activities, reasons for cancelling Rides, notes about Clients, and a User's first name, surname and avatar. Some Content, such as an Organizer's profile, is visible to other Users and, once the Organizer has turned on its public profile (§3(1)(g)), also to visitors to the equesty.app website. This section sets out the rules for moderating Content and for handling notices and appeals within the meaning of Regulation (EU) 2022/2065 (Digital Services Act).
2. Content must not be unlawful or breach these Terms (§4(2) and (3), §10); in particular it must not infringe third-party rights (e.g. copyright in photos or personal rights), mislead about an Organizer or its offer, or contain personal data without a lawful basis.
3. The Provider does not generally monitor Content and uses no automated tools to detect or assess it or to take decisions on it. The Provider assesses Content personally — on notices (see (6)) or on the Provider's own initiative — diligently, objectively and proportionately, with due regard to the rights and legitimate interests of everyone involved, including freedom of expression.
4. Where Content is unlawful or breaches these Terms, the Provider may, depending on the seriousness and recurrence of the breach: a) remove the Content or disable access to it, b) restrict the visibility of the Organizer's profile in the App and on the equesty.app website, c) suspend access to the Account or to the Organizer for as long as needed to clarify the matter, d) terminate the contract under §11(3).
5. The Provider informs the User whose Content is concerned of any measure under (4) by email to the Account's address, at the latest when the measure is applied. The statement of reasons sets out: the measure and its duration; the facts and circumstances relied on, including whether the decision followed a notice; the legal provision or the clause of these Terms relied on, with an explanation; and the possibility of an appeal (see (8)), of out-of-court dispute resolution (§13(2)) and of court proceedings.
6. Anyone, including a person without an Account, may report Content they consider unlawful or contrary to these Terms by email to contact@equesty.app. The notice should contain: a)

an explanation of why the notifier considers the Content unlawful or contrary to these Terms, b) where the Content is (e.g. the Organizer's name and the place in the App, a screenshot), c) the notifier's name and email address — unless the notice concerns content related to the sexual abuse or exploitation of children, d) a statement that the notifier believes in good faith that the information and allegations in the notice are accurate and complete.

7. The Provider promptly confirms receipt of the notice to the notifier's email address, handles it personally, diligently, objectively and in a non-arbitrary manner within 14 days of receipt, and then informs the notifier of the decision and of the possibility of an appeal. Where Content gives rise to a suspicion of a criminal offence threatening anyone's life or safety, the Provider promptly informs the competent authorities.
8. The User affected by a decision on Content, and the notifier, may appeal against that decision free of charge by email to contact@equesty.app within 6 months of being informed of it, explaining why they consider it wrong. The Provider handles the appeal personally within 14 days of receipt and reports the outcome by email. Where the appeal is justified, the Provider promptly reverses the decision and restores the Content and access to the Account or the Organizer. An appeal does not exclude court proceedings or out-of-court dispute resolution (§13(2)).
9. The Provider's point of contact for Users, including on Content, is the email address contact@equesty.app; Users may also write to the postal address in §2(2).

## §11. Termination of the contract

1. The User may end the contract at any time by deleting the Account in the App (in the App's settings) or by contacting contact@equesty.app. Account deletion takes effect immediately — the Account is deactivated and becomes inaccessible — and permanent erasure of data follows within 30 days (see the Privacy Policy), except for data whose further retention is necessary to establish, pursue or defend claims or is required by law.
2. Termination of the contract by an Organizer, including filing a termination and closing the Organizer, is governed by §21.
3. The Provider may terminate the contract for good cause (gross breach of these Terms) on 14 days' notice, and on 30 days' notice towards an Organizer (§22(3)); for unlawful breaches and repeated breaches of these Terms, with immediate effect, respecting Consumer rights. The Provider sends the statement of reasons for the termination by email, as described in §10a(5).

## §12. Amendments to the Terms

1. The Provider amends these Terms only for the following valid reasons, and only to the extent the reason requires: a) a change in the law that directly affects the content of the Terms; b) a court judgment, or a decision or recommendation of a competent authority, concerning the Provider or the Service, that requires the Terms to be adapted; c) the need to counter an identified threat to the security of the Service, of Users or of their data, fraud or abuse; d) a change to the Service made for a reason listed in §3b(1)(a)–(c), where it requires a change to the provisions of the Terms; e) extending the Service with a new

category of functions that meets the conditions in §3a(1)(a)–(e); f) introducing a new, optional service whose use requires separate acceptance of its terms; g) a change to the Provider's identification or contact details; h) removing ambiguities or obvious errors, or improving the readability of the Terms, without changing the rights and obligations of the parties (an editorial change).

2. The Provider notifies Users of every change to the Terms, editorial changes included, by email to the address assigned to the Account, with the full text of the new version of the Terms attached (PDF file), at least 15 days before the day it takes effect and, for a change that requires acceptance ((6)), at least 30 days before that day. The notice states the number of the new version, its effective date, a summary of the changes, whether the change requires acceptance, and the right to end the contract free of charge before that date. No notice is sent to an email address that has not been confirmed; a User who confirms their email address after notices have been sent receives, once confirmed, notice of every announced change they did not accept when creating the Account.
3. The notice period runs from the day the notice is sent, which is not counted, and ends at the end of the fifteenth day — or, for a change that requires acceptance ((6)), the thirtieth day — after the day of sending. If the last day of the period is a Saturday, a Sunday or a statutory public holiday, the period ends at the end of the next day that is not a Saturday, a Sunday or a statutory public holiday. A change may take effect at the earliest at the start of the day after the notice period ends (00:00 official Polish time). The Provider re-sends a notice that was not delivered (e.g. rejected by the recipient's mail server); for that User the notice period runs from the day of re-sending.
4. The email notice is accompanied by a notice in the App and — if the User has allowed push notifications — a push notification. These are supplementary and do not replace the email notice.
5. A User who does not agree to a change may, before the day it takes effect, end the contract free of charge as described in §11(1), and an Organizer also as described in §21; the change is then not applied to them.
6. A change that restricts or removes the User's rights, imposes new obligations on them, or changes the provisions on liability, termination of the contract, complaints, withdrawal from the contract, governing law or the rules on Content (§10a) requires acceptance of the new version of the Terms in the App, unless it results solely from a reason listed in (1)(a) or (b) and does not go beyond what that reason requires. The Provider gives notice of such a change at least 30 days before the day it takes effect. From that day the App asks the User to accept it; until they do, the App can be used only to sign out, to delete the Account and, for an Organizer, to file a termination (§21). A User who does not accept the new version may end the contract by deleting the Account (§11(1)), and an Organizer also by filing a termination (§21). 6a. Other changes require no acceptance. If the User does not end the contract before the day a change takes effect, the amended Terms bind them from that day (Art. $384^1$ of the Polish Civil Code). The notice states whether the change requires acceptance.
7. Where notice was sent to a User later than (2) requires, in particular when re-sent under (3), the User may use the App without accepting the new version until the notice period,

counted under (3) from the day a notice that was delivered was sent to them, has ended, and may end the contract free of charge during that time; until then the previous version of the Terms applies to them.

8. Exceptionally, a change may take effect without the notice period where: a) the law, a court judgment or an authority's decision requires it in a way that does not allow the notice period to be respected, or b) it is necessary to counter an unforeseen and imminent threat to the App, Users or their data related to fraud, malware, spam, a data breach or another cybersecurity risk.
9. A change made under (8) covers only the provisions that the reason for it concerns; all other changes follow the notice period. The Provider promptly notifies Users of it as described in (2), stating the reason: under (8)(a), the legal act, the provision and the date from which it applies; under (8)(b), a general description of the threat. Such a change requires no acceptance in the App, and the User may end the contract free of charge at any time (§11).
10. A change to the Terms does not apply to Rides booked before the day it takes effect, unless it is favourable to the User or results from the law. A change to the Terms has no retroactive effect.

## §13. Governing law and dispute resolution

1. Polish law governs; this does not deprive a Consumer of the protection given by the mandatory law of the country of their habitual residence.
2. A Consumer may use out-of-court complaint and dispute resolution methods, including mediation and the arbitration courts at the Voivodeship Inspectorates of Trade Inspection (WIIH), and the help of consumer ombudsmen and UOKiK (information: uokik.gov.pl).

## §14. Final provisions and versioning

1. The binding version of the Terms is the Polish one. The English version is auxiliary; in case of any discrepancy, the Polish version prevails.
2. Each version of the Terms has a sequential number. A version's effective date is the date — and, for a change made under §12(8), also the time — stated on that version's page and, for a version that amends the Terms, also in the notice of the change (§12); it may be later than the date the version was published. The version in force is available at equesty.app/pl/terms-of-service. Every version, including announced and archived ones, has its own unchangeable page with a PDF file at an address ending in the version number (e.g. equesty.app/pl/terms-of-service/v1), and the history of all versions is at equesty.app/pl/terms-of-service/versions. The English version is available at the same addresses with /en/ in place of /pl/.
3. Schedule 1 — model withdrawal form.
4. The provisions of these Terms concerning Consumers apply to an Entrepreneur with consumer rights to the extent provided by Art. $385^5$ of the Polish Civil Code and Arts. 7aa and 38a of the Polish Act of 30 May 2014 on consumer rights.

5. The Organizer Chapter forms part of these Terms: it has the same version number and is amended under §12, with the additions set out in §22.

## Provisions for Organizers

### §15. Scope of the Chapter and remuneration

1. This Chapter applies to the Organizer and to the User who has been given the owner role of the Organizer in the App (§1(8)), from the moment that role is given; in all other respects these Terms apply to that User.
2. An Organizer in the App represents the entrepreneur named in its profile. The User who has been given the owner role represents that they are authorized to represent that entrepreneur. The Organizer is liable for the acts and omissions of its Staff in the App as for its own.
3. The Provider charges no remuneration for running an Organizer in the App, unless the parties conclude a separate agreement, in written or documentary form, that sets it. In matters governed by that agreement, the agreement prevails over these Terms.
4. Where the User acting as the Organizer is an Entrepreneur with consumer rights, the provisions of these Terms concerning Consumers apply to them to the extent set out in §14(4). Neither concluding the contract nor being given the role depends on making a declaration on this.
5. These Terms, including this Chapter, are available to the Organizer at every stage of the contractual relationship in the manner set out in §2(3) and §14(2).

### §16. Creating an Organizer and roles

1. An Organizer is created in the App by the Provider at the request of an entrepreneur, or by the entrepreneur itself where the App allows this. The Chapter applies from the moment the owner role is given to a User who represents that entrepreneur; no separate agreement is required.
2. Staff roles are given and removed, in the manner made available in the App, by the User with the owner role; the Organizer is responsible for whom the roles are given to. Staff use the App under their own Accounts and these Terms.
3. The Organizer gives in its profile true and current data identifying the entrepreneur, contact details, and true information about its offer, including prices, and updates them promptly after every change.

### §17. The Organizer's obligations towards Riders, and the Organizer's Content

1. The Organizer itself performs towards Riders the obligations that the law imposes in connection with the Rides it offers, in particular information duties towards consumers, the rules for cancelling Rides and for settlements, handling complaints about Rides (§6(3)) and ensuring the safety of activities. The Provider is not a party to the contract between the Rider and the Organizer and is not liable for its performance (§3(4), §9(4)).

2. Where the Organizer makes its own rules available in the App, it is responsible for their content and lawfulness, including compliance with consumer protection law. The App only makes them available to Riders and records that a Rider has read or accepted them, where the App offers that function.
3. The Organizer's Content (§10a) must comply with the law and these Terms. The Organizer warrants that it holds the rights to the logo, photos and other material it posts, and a lawful basis for posting the image and data of Staff members and other persons. Section 10a applies to the Organizer's Content, including the rules for decisions to suspend, restrict or end the provision of the Service (§10a(4) and (5), §11(3), §22(3)).
4. The Organizer enters data of Clients, including persons who have no Account, only where it has a lawful basis to do so, and performs its own information duties towards them (§20(7)).

## §18. Channels for presenting the offer, and intellectual property

1. The Provider presents the Organizer's profile and offer in the App — to other Users under §19 — and, once the Organizer has turned on its public profile, also on the equesty.app website, including on its pages presenting Organizers. The Organizer may turn off its public profile in the App at any time. The Provider does not present the Organizer's offer in other channels or through affiliate programmes (Art. 3(1)(d) of Regulation (EU) 2019/1150).
2. The Organizer's Content remains the property of the Organizer or of the persons from whom it obtained the rights to it. The Organizer grants the Provider a free, non-exclusive licence to use the Organizer's name, logo, photos, descriptions and other Content to the extent necessary to present them in the App and on the equesty.app website, in notifications about Rides and to provide the Service (e.g. to create thumbnails and technical copies), for the duration of the contract. The licence expires when the Content concerned or the Organizer is deleted, save for backup copies and technical copies kept for the period stated in the Privacy Policy. The Provider acquires no other rights to the Organizer's Content and does not use it for its own advertising without the Organizer's separate consent (Art. 3(1)(e) of Regulation (EU) 2019/1150).
3. The Provider does not restrict the Organizer from offering Rides outside the App or on terms different from those in the App. The Provider does not offer its own Rides or Rides of entities it controls, and does not apply differentiated treatment within the meaning of Art. 7 of Regulation (EU) 2019/1150.

## §19. Order in which Organizers are presented

1. Lists of Organizers in the App show only Organizers whose profile is complete to the extent the App requires, and only to Users who have access to them: an Organizer whose profile is public is shown to all Users; an Organizer whose profile is not public is shown only to Users with a role in that Organizer and to Riders linked to it as Clients. A restriction of a profile's visibility under §10a(4) applies regardless of the above.
2. The order of Organizers on lists depends solely on the following parameters: a) in a text search, the list covers Organizers whose name or town matches the query, in alphabetical order by name; b) in a “near you” search using the device's location, by distance from that location, nearest first; Organizers that have not given their location are shown last, and at

equal distance alphabetical order by name decides; c) without location, in alphabetical order by name; d) the favourites list, in the order in which the Rider saved the Organizers as favourites.

3. One list covers at most 50 Organizers.
4. No payment, fee or other relationship between an Organizer and the Provider affects the order of Organizers or their presence on a list; the Provider offers no paid ranking and applies no parameters other than those set out in (2) (Art. 5 of Regulation (EU) 2019/1150). The same rules apply to presenting Organizers on the equesty.app website.

## §20. Personal data: the parties' roles and entrustment of processing

1. The Provider is the controller of the personal data of Users processed in connection with the Account and the provision of the Service, as described in the Privacy Policy. The data of a Rider linked to an Organizer (first name, surname, confirmed phone number, bookings) that the Provider makes available to the Organizer to deliver Rides and to contact the Rider about them are processed by the Organizer for its own purposes as a separate controller, and the Organizer is responsible for that processing.
2. Client data that the Organizer enters into the App or that arise in connection with running its business (Client records, including those of persons who have no Account, notes about Clients, Karnets, payment status, the history of Rides with the Organizer) are processed by the Organizer as controller and by the Provider on the Organizer's behalf, as processor, under this section (Art. 28 GDPR).
3. The subject matter of the entrustment is storing the data and making them available in the App for the duration of the contract; its purpose and nature — the Organizer keeping records of Clients, Karnets, bookings and settlements in the App; the type of data — identification and contact data, data on Rides, Karnets and payments, and notes about Clients entered by the Organizer; the categories of data subjects — the Organizer's Clients and persons named in Client records.
4. The Provider: a) processes the entrusted data only on documented instructions from the Organizer — the instructions being these Terms and the actions the Organizer and its Staff take in the App — unless the law requires the Provider to process them; in that case the Provider informs the Organizer before processing, unless the law prohibits this; b) ensures that persons authorized to process the data have committed themselves to confidentiality; c) applies the security measures required by Art. 32 GDPR, as described in the Privacy Policy; d) assists the Organizer, insofar as possible, in fulfilling its obligation to respond to requests from data subjects and its obligations under Arts. 32–36 GDPR, including by informing it without undue delay of a personal data breach concerning the entrusted data; e) after the contract ends, deletes the entrusted data within the period stated in the Privacy Policy, unless the law requires them to be kept; before the Organizer is closed, allows the Organizer to download them in the manner made available in the App or on request sent to contact@equesty.app; f) makes available to the Organizer the information necessary to demonstrate compliance with the obligations laid down in Art. 28 GDPR, and allows for audits, including inspections, conducted by the Organizer or an

auditor it mandates, at an agreed time and no more than once a year, unless the audit follows a personal data breach or a request from a supervisory authority.

5. The Organizer gives the Provider general authorization to engage sub-processors from the categories of recipients listed in the Privacy Policy (Art. 28(2) GDPR). The current list of those sub-processors, with their name, purpose and place of processing, is available to the Organizer on request sent to contact@equesty.app. The Provider informs the Organizer by email, at least 15 days in advance, of any intended addition or replacement of a sub-processor, naming that sub-processor and the purpose. Within that period the Organizer may object and, if the Provider does not accommodate the objection, end the contract at no cost before the day of the change (§21). The Provider imposes the same data protection obligations on the sub-processor and is liable for its actions as for its own.
6. Entrusted data are transferred outside the European Economic Area only in compliance with Chapter V GDPR (an adequacy decision or standard contractual clauses); the categories of recipients outside the European Economic Area are listed in the Privacy Policy.
7. The Organizer, as controller of the entrusted data, has a lawful basis for entering them, performs its information duties towards Clients (Arts. 13 and 14 GDPR), including persons who have no Account, and responds to data subjects' requests; the Provider forwards to the Organizer any request concerning entrusted data that reaches the Provider.

## §21. Termination of the contract by an Organizer

1. Where the User is the only User with the owner role of an Organizer, before deleting the Account in the App they must transfer the owner role to another authorized User or delete the Organizer; until then the Account cannot be deleted in the App. This safeguards the continuity of the data of the Organizer's other Users and does not limit the Organizer's right to end the contract: the Organizer, acting through the User with the owner role, may file a termination at any time by email to contact@equesty.app and, while the App asks that User to accept a new version of the Terms (§12(6)), also in the App by choosing “File a termination”. The Provider confirms the filing by email, stating the date it was filed and the day by which the Provider will close the Account and the Organizer.
2. The contract ends, and the Provider closes the Account and the Organizer, no later than the 15th day after the day the termination was filed. Where the termination was filed after receiving notice of a change to the Terms and before that change takes effect, the change is not applied to the Organizer, and the previous version of the Terms applies to it until the contract ends. Before closing the Organizer, the Provider contacts the Organizer about the Organizer's data, downloading them (§20(4)(e)) and the possibility of transferring the Organizer to another User; a transfer is not a condition for ending the contract. The Provider confirms by email that the Account and the Organizer have been closed.
3. Once a termination has reached the Provider, the Organizer cannot withdraw it unilaterally. Where the termination was filed in the App and, before the day the Account is closed, the User with the owner role accepts the version of the Terms in force in the App after being told expressly that accepting withdraws the termination, the Provider agrees to the

withdrawal and the contract continues; the Provider confirms this by email. A termination filed by email may be withdrawn with the Provider's agreement given by email.

4. The Organizer may also end the contract as described in (1) during the notice period of a change to the Terms (§12(2) and (3), §22(1)) and within the period for objecting to a sub-processor (§20(5)).

### §22. Changes to the Chapter, restriction and termination of the Service, data after the contract ends

1. A change to the Chapter is a change to these Terms and follows §12. The email notice with the full text of the new version attached (§12(2)) is notification on a durable medium within the meaning of Art. 3(2) of Regulation (EU) 2019/1150. The notice period is at least 15 days; where the change requires Organizers to make technical or commercial adaptations, the Provider sets a correspondingly longer period. During the notice period the Organizer may end the contract under §21. The notice period does not apply in the cases set out in §12(8) (Art. 3(4) of that Regulation).
2. A change to the Chapter has no retroactive effect and does not apply to Rides booked before the day it takes effect (§12(10)).
3. Access to an Organizer is suspended, the visibility of its profile restricted or the contract with the Organizer terminated only for the reasons set out in §10a(4) and §11(3), with a statement of reasons provided on a durable medium (§10a(5)). Termination of the contract with an Organizer takes effect 30 days after the statement of reasons is provided, unless the Provider is subject to a legal obligation that requires it to end the provision of the Service, an overriding reason under the law justifies it, or the Organizer has repeatedly breached these Terms (Art. 4(4) of Regulation (EU) 2019/1150). The Organizer may appeal under §10a(8).
4. The Organizer has access in the App to the data it has entered and to the data of Riders linked to it to the extent set out in §20(1); it has no access to other data of Users' Accounts. The Provider has access to data in the App to the extent necessary to provide the Service, including its security and the handling of complaints, and does not use the Organizer's data to compete with it. After the contract ends, the Organizer retains access to its data to the extent described in §20(4)(e) and §21(2), and the Provider deletes the Organizer's data within the period stated in the Privacy Policy (Art. 9 of Regulation (EU) 2019/1150).
5. The Organizer's complaints about the Service are handled under §8. Disputes between the Provider and the Organizer are governed by Polish law (§13(1)).

## Schedule 1 — Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: JM SOLUTIONS JAKUB MIKOŁAJCZYK (Equesty), ul. Wiśniowa 8, 62-820 Stawiszyn, Poland, email: contact@equesty.app

I/We(*) hereby give notice that I/we(*) withdraw from my/our(*) contract for the supply of the following service: use of the “Equesty” App / maintenance of an Account(*)

- Date the contract was concluded (email address confirmed): .....
- Name of consumer(s): .....
- Email address associated with the Account: .....
- Address of consumer(s): .....
- Date: .....
- Signature of consumer(s) (only if this form is sent on paper): .....

(*) Delete as appropriate.

Send the completed form to contact@equesty.app. The Provider will promptly acknowledge receipt on a durable medium.