

## Terms and Conditions

**PLEASE READ THE FOLLOWING IMPORTANT TERMS AND CONDITIONS BEFORE YOU INTERACT WITH ALLBIONICS AND CHECK THAT THEY DO NOT CONTAIN ANYTHING THAT YOU ARE NOT WILLING TO AGREE TO. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, YOU SHOULD STOP USING THE SERVICE IMMEDIATELY**

**Last updated: 29.11.2022**

### **1. Introduction**

- 1.1 Thank you for using Allbionics and the products, services and features we make available to you (collectively - the **"Service"**). These terms and conditions serve to govern your access to and use of our Service.
- 1.2 The entity providing the Service to you is Simple Joint Stock Company Allbionics, a legal entity established and operating under the laws of Poland, registration address: 60 Podole Str., Krakow, 30-394, Poland (referred to as **"we"**, **"us"**, or **"our"**).
- 1.3 If you use our Service, you agree to be legally bound by these Terms and Conditions (**"Terms"**), which constitute a contract between you and us. You also represent and warrant that you have the will, right, authority and capacity to enter into, and to be bound by, these Terms and to abide by the provisions hereof. These Terms supersede any and all other agreements, whether oral or in writing, regarding the Service provision and no supplement, modification or amendment of these Terms shall be binding unless it is stipulated herein.
- 1.4 If you have any questions about this contract or the Service, please contact us.
- 1.5 To improve the quality of Service, to comply with legal requirements and to respond to changes in market conditions we may update and change these Terms from time to time. The new version of the Terms comes into force from the moment of its placement on the website. In this case, we undertake to notify you of the changes altering the content of these Terms by posting a notice on the Platform or by sending it to your e-mail address at least fifteen (15) calendar days prior to such changes. During that period, you have a right to agree or disagree with them. The period of such notice may be extended at our discretion in case of significant changes or may be reduced if such changes are required by applicable law. By continuing to use the Service, you accept these Terms as amended. Ensure that you read these Terms each time you wish to use our Service. If you refuse to accept updates to these Terms, you should not visit the website and use the Service. You undertake to delete your account and terminate use of the website and the Service in such a case.

For some changes or updates of these Terms that we need to make in connection with security, legal or regulatory requirements, we may not be able to notify you in advance, but we will notify you afterwards as soon as possible.

- 1.6 **PLEASE NOTE THAT THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US.**

### **2. Accounts**

- 2.1. In order for you to be able to access certain types of our Services, you may be required to create a personal account with us (**"Account"**). Account registration requires you to submit to us certain information. When you provide information to the website or in connection with the Service, you agree

to provide only true, accurate, current and complete information about yourself, and you agree not to misrepresent your identity or your Account information.

- 2.2. To create an Account, you will need to create an account with us by completing and submitting the online form located on our website. Your account will then be enabled for access to the Service. We have the right to require identification data in electronic form uniquely representing you. You are obliged to provide us with true, accurate, current and complete identification data. You agree that you may be denied access to or use of the Service if you refuse to provide proof of identity. You are allowed to create only one Account.
- 2.3. Your Account username and password are personal to you. It is important for you to keep your Account username and password secret and to ensure that no third parties have access to them. If you became aware or have sufficient grounds to believe that someone got your username or password or has an unauthorised access to your Account, please notify us. We will not be responsible for any loss or damage as a result of someone else using your Account with or without your knowledge.
- 2.4. We may suspend, disable, or delete your Account (or any part thereof) if we determine that you have violated any provision of these Terms or that your conduct or content would tend to damage our reputation and goodwill. If we delete your Account for the foregoing reasons, you may not re-register for our Services. We may block your email address and the IP address to prevent further registration.
- 2.5. THE WEBSITE AND THE SERVICE CAN BE USED ONLY BY PEOPLE OF 18 (EIGHTEEN) YEARS OLD AND OVER (or any greater age required to be deemed to have reached the age of maturity under the applicable law of the state or jurisdiction of your residence).
- 2.6. If you are under the age of 18 you must not access the website or use the Service.

### **3. Billing and payments**

- 3.1. You shall pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. If, in our opinion, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid ID, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change services, products and their pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same Account. In the event that we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided by you at the time the order was created.

### **4. Accuracy of information**

- 4.1. Occasionally there may be information on the website that contains typographical errors, inaccuracies or omissions that may relate to promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the website or on any related Service is inaccurate at any time without prior notice (including after you have submitted your order or request). We undertake no obligation to update, amend or clarify information on the website including, without limitation, pricing information, except as required by applicable law.

### **5. Acceptable use**

- 5.1. As a condition of your use of the Service, you agree not to use the Service:
  - 5.1.1. if you do not agree to comply with these Terms or any part thereof;

- 5.1.2. if you are below the age of 18 years old;
  - 5.1.3. for any purpose that is unlawful under any applicable law or prohibited by these Terms;
  - 5.1.4. to commit any act of fraud;
  - 5.1.5. to distribute viruses or malware or other similar harmful software code;
  - 5.1.6. for purposes of promoting unsolicited advertising or sending spam;
  - 5.1.7. to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (“phishing”);
  - 5.1.8. in any manner that disrupts the operation of our Service or business or the website or business of any other entity;
  - 5.1.9. in any manner that harms children;
  - 5.1.10. to promote any unlawful activity;
  - 5.1.11. to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
  - 5.1.12. to gain unauthorised access to or use of computers, data, systems, accounts or networks; or
  - 5.1.13. to attempt to circumvent password or user authentication methods.
- 5.2. Using our Service, you also agree and undertake not to:
- 5.2.1. make copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works based on the Service;
  - 5.2.2. distribute, license, transfer, or sell, in whole or in part, any of the Service or any derivative works thereof;
  - 5.2.3. extract any data from the Service for commercial purposes including by using a specialized software;
  - 5.2.4. impersonate any person or entity, falsely state or otherwise misrepresent you or your affiliation with any person or entity;
  - 5.2.5. defame, abuse, harass, stalk, threaten, bully, or otherwise violate legal rights (such as, but not limited to, rights of privacy and publicity) of any other user or person, or use information learned from the Service to perform the aforementioned;
  - 5.2.6. to solicit others to perform or participate in any unlawful acts;
  - 5.2.7. to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
  - 5.2.8. to submit false or misleading information.
- 5.3. Access to our website and/or Service is not permitted to any person in any jurisdiction (by way of nationality, residence, domicile or otherwise) where the publication or availability of the website and/or the Service (or part thereof) would be in contravention of any applicable law or regulation. We make no representation that any material contained on the website and/or the Service is appropriate for any jurisdiction. You are responsible for compliance with all applicable local laws.
- 5.4. Any products (e.g. limb prosthetics devices), being part of the Service, must be used only in accordance with the relevant instruction for use.
- 5.5. We warrant that our limb prosthetics devices are free of defects in material and workmanship for a period of one (1) calendar year upon device delivery. This warranty extends to the original user and guarantees against any manufacturing defects or defects with the prosthetic which arise out of normal

use. Please note that all of our prosthetics have load limitations outlined in the relevant instruction for use.

- 5.6. If there is a problem with our Service, please first carefully read through the relevant instruction for use in case any issues are addressed. Upon discovery of any defect, malfunction, or nonconformity in the Service that is not addressed in the relevant instruction for use, you should request support by contacting us. The warranty does not apply to any components that have been subject to misuse unless otherwise permitted in the relevant instruction for use or given written permission from us. We will service or repair the defected product being part of the Service to conform to the applicable warranty.
- 5.7. Product being part of the Service should only be repaired, upgraded, or maintained by us unless explicit permission from us is given, such as for cleaning and other tasks described in the relevant instruction for use.

## **6. Intellectual property rights**

- 6.1. Subject to these Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to access and use the Service, solely for your personal, non-commercial use. Such license does not include any resale or commercial use of the Service, or any content, materials, information, text, data, copyrights, trademarks, logos, designs, insignia, images, photos, screenshots, videos, chats, posts, graphics, identifying marks, website or application pages, software, and other original works of authorship and/or intellectual property submitted to, or incorporated into, the website by us. All such content remains our sole and exclusive property (or the applicable third-party licensor thereof). Upon termination of your Account for any reason, this license will automatically terminate. We and our licensors reserve all rights not expressly granted herein.

## **7. Non-Medical Services Attestation**

- 7.1. By using our Service you acknowledge and agree that your receipt of, or consultation regarding the Service, is not being provided to you or prescribed by a licensed physician, nor you are seeking such medical services or treatments.

## **8. Your privacy and personal information**

- 8.1. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Notice, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## **9. Limitation on our liability**

- 9.1. YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE YOU THE SERVICE IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES. EXCEPT FOR ANY LEGAL RESPONSIBILITY THAT WE CANNOT EXCLUDE IN LAW (SUCH AS FOR DEATH OR PERSONAL INJURY), WE ARE NOT LEGALLY RESPONSIBLE FOR ANY:

9.1.1 LOSS OR DAMAGE CAUSED BY CIVIL WRONGS (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE;

9.1.2 LOSS OF PROFIT;

9.1.3 LOSS OF SALARY, BENEFITS OR OTHER PAYMENTS;

- 9.1.4 LOSS OF GOODWILL;
  - 9.1.5 LOSS OF OPPORTUNITY;
  - 9.1.6 LOSS OF DATA;
  - 9.1.7 BUSINESS INTERRUPTION;
  - 9.1.8 LOSS OF BUSINESS OR PERSONAL REPUTATION;
  - 9.1.9 DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES OF WHATEVER NATURE;
  - 9.1.10 LOSS OF TANGIBLE PROPERTY;
  - 9.1.11 LOSS OF INTANGIBLE PROPERTY, INCLUDING LOSS, CORRUPTION OR DAMAGE TO DATA OR ANY COMPUTER SYSTEM;
  - 9.1.12 WASTED MANAGEMENT OR OFFICE TIME;
  - 9.1.13 LOSSES THAT WERE NOT FORESEEABLE TO YOU AND US WHEN THE CONTRACT WAS FORMED;
  - 9.1.14 LOSSES THAT WERE NOT CAUSED BY ANY BREACH ON OUR PART.
- 9.2. SUBJECT TO CLAUSE 9.1., IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT WE ARE LIABLE FOR DAMAGES, IN NO EVENT WILL OUR AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE BE GREATER THAN USD 100.
- 9.3. SUBJECT TO CLAUSE 9.1. WE EXCLUDE ALL IMPLIED CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS THAT MAY APPLY TO OUR SERVICE, WEBSITE OR ANY CONTENT THEREON.
- 9.4. WE ASSUME NO RESPONSIBILITY FOR ANY THIRD-PARTY CONTENT. WHERE OUR WEBSITE CONTAINS LINKS TO OTHER WEBSITES AND RESOURCES PROVIDED BY THIRD PARTIES, THESE LINKS ARE PROVIDED FOR YOUR INFORMATION ONLY. SUCH LINKS SHOULD NOT BE INTERPRETED AS APPROVAL BY US OF THOSE LINKED WEBSITES AND RESOURCES OR ANY INFORMATION YOU MAY OBTAIN FROM THEM. WE HAVE NO CONTROL OVER THE CONTENT OF THESE WEBSITES OR RESOURCES AND YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE WHATSOEVER THAT MAY COME FROM YOUR USE OF THESE WEBSITES AND RESOURCES. YOU AGREE TO RELEASE US FROM ANY CLAIMS OR DISPUTES THAT MAY COME FROM USING SUCH WEBSITES OR RESOURCES.

## **10. Third party rights**

- 10.1. No one other than a party to this contract has any right to enforce any term of this contract, except as otherwise directly stipulated herein.

## **11. Indemnity and exclusion of warranties**

- 11.1. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS US, OUR SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ADVISORS FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS, DAMAGES, LOSSES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH BY YOU (OR ANY USER OF YOUR ACCOUNT) OF THESE TERMS, INCLUDING BUT NOT LIMITED TO A BREACH OF YOUR OBLIGATIONS, REPRESENTATION AND WARRANTIES.
- 11.2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL DISPUTES THAT YOU MAY HAVE WITH ANY THIRD PARTY IN CONNECTION WITH YOUR USE OF THE PLATFORM OR THE SERVICE IS ONLY BETWEEN YOU AND SUCH THIRD PARTY. YOU IRREVOCABLY RELEASE US AND OUR AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, ARISING OUT OF OR IN CONNECTION WITH SUCH DISPUTES.

11.3. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND, UNLESS DIRECTLY SPECIFIED OTHERWISE, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED TO YOU WITH RESPECT TO THE SERVICE. IN PARTICULAR, WE MAKE NO COMMITMENTS OR WARRANTIES TO YOU THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (II) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE OF ERROR; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE WILL BE RELIABLE.

## **12. Governing law, Disputes resolution and Arbitration**

12.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with our Service or any other matter, please contact us as soon as possible using the contact details set out below.

12.2. If a dispute cannot be resolved as stated in clause 12.1, or you are unhappy with its outcome, any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved under the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in force on the date of commencement of the proceeding. The seat of the arbitration shall be Warsaw. The tribunal shall consist of three arbitrators. The language of the arbitration shall be English.

12.3. This contract is governed by English law.

12.4. You agree that regardless of any applicable statute or law to the contrary, any claim or cause of action arising out of or in connection with your use of the Service or these Terms must be filed within 2 (two) years after such claim or cause of action arose or be forever and fully barred.

12.5. YOU AGREE THAT ANY CLAIM SHALL BE LIMITED TO THE DISPUTE BETWEEN US AND YOU INDIVIDUALLY. TO THE FULLEST EXTENT PERMITTED BY LAW, (I) NO LITIGATION SHALL BE JOINED WITH ANY OTHER; (II) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE RESOLVED ON A CLASS-ACTION OR COLLECTIVE-ACTION BASIS OR TO UTILIZE CLASS OR COLLECTIVE ACTION PROCEDURES; (III) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS; AND IF THE DISPUTE IS SUBJECT TO ARBITRATION, THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO COMBINE OR AGGREGATE SIMILAR CLAIMS OR CONDUCT ANY CLASS OR COLLECTIVE ACTION.

## **13. Other provisions**

13.1. We may freely assign, sub-contract and/or otherwise transfer any or all of our rights and/or obligations under these Terms to any other person, company, trust or similar establishments. You may not transfer your rights or obligations under these Terms to anyone else unless you obtain our prior written approval.

13.2. These Terms constitute the whole legal agreement between you and us.

13.3. Our failure to exercise any right under these Terms or to enforce any provision of these Terms will not be deemed a waiver of any our right hereunder and will not restrict us in any way to exercise that or any other right later.

13.4. If any part of these Terms is, at any time, found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, that decision shall not invalidate or void the remainder of these Terms. These Terms shall be deemed amended by modifying or severing such part as necessary to render them valid, legal and enforceable while preserving their intent, or if that is not possible, by substituting another provision that is valid, legal and enforceable that gives equivalent effect to the parties' intent. Any such invalid or unenforceable part or parts shall be severable from these Terms, or the validity of the part(s) in question in any other jurisdiction shall not be affected thereby.

- 13.5. In case you will send us any notice or Feedback containing ideas for products, services or features, or any related documentation, artwork, computer code, diagrams, or other materials, you agree that:
- 13.5.1. the information provided by you will be deemed non-confidential and no confidentiality obligations may be imposed on us regardless of what you have mentioned in your notice to us;
  - 13.5.2. you irrevocably grant us an unconditional, exclusive, royalty-free, fully transferable (including sub-licensable), perpetual worldwide and unlimited license to adapt, reproduce, distribute, create derivative works of, modify, publicly perform, communicate to the public, make available, display, and otherwise use the information provided by you without any restrictions and free of charge;
  - 13.5.3. we have no obligation to review, consider, or reply to you, unless otherwise established by the applicable legislation.
- 13.6. Our website and the Service may contain advertising from third-party advertisers and sponsors. Such advertisers and sponsors are fully responsible for complying with applicable laws, rules, regulations and guidelines, with respect to the content they submit to the website and with respect to the product or service they advertise. We will not be responsible for any illegal or incorrect actions of the advertisers and sponsors.
- 13.7. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

#### **14. Contact**

- 14.1. You may send us your general questions or comments about the Service or these Terms either by mail to SJSC Allbionics at: 60 Podole Str., Krakow, 30-394, Poland, or by email to [info@allbionics.ai](mailto:info@allbionics.ai)