

TERMS OF USE OF THE "PIM-MC (iOS)"
MOBILE APPLICATION

§1

General Provisions

1. These Terms of Use set out the rules for using the "PIM-MC" mobile application (hereinafter: the "Application") made available for download via the App Store.
2. The owner of all rights to and the operator of the Application is:

MindMade Sp. z o.o.

with its registered office in Warsaw

NIP: 7010261220

KRS/REGON: 142608303

REGON: 0000369320

email address: biuro@mindmade.pl

hereinafter: the "Service Provider".

3. The Application is a tool enabling access to the Service Provider's IT system and is intended solely for users acting on behalf of entities that have concluded a separate license agreement or service agreement with the Service Provider (hereinafter: the "Agreement").
4. These Terms of Use set out the technical and organizational rules for using the Application.
5. The download, installation, or configuration of the Application may be carried out by the Customer, the User, or a person acting on behalf of the Customer. A User using the Application is obliged to comply with these Terms of Use. These actions do not constitute the conclusion of the Agreement referred to in sec. 3. The conclusion of the Agreement requires written or electronic form under pain of nullity.

§2

Definitions

1. For the purposes of these Terms of Use, the following definitions are adopted:
 - 1) **Application** - the "PIM-MC" mobile software enabling access to the Service Provider's IT system.
 - 2) **Service Provider** - the entity indicated in §1 sec. 2 of these Terms of Use.
 - 3) **Customer** - the entity that has concluded a separate Agreement with the Service Provider concerning the use of the IT system.
 - 4) **Agreement** - a separately concluded agreement between the Customer and the Service Provider constituting the basis for the Customer's rights to use the Application and, where applicable, the Service Provider's system.
 - 5) **User** - a natural person actually using the Application on behalf of, or based on access granted to them by, the Customer.
 - 6) **Account** - individual access to the Service Provider's IT system assigned to a user.
 - 7) **Administrative Panel** - a tool enabling the Customer to manage users' access to the system.

§3

Nature of the Application

1. The Application constitutes an interface enabling access to services provided by the Service Provider as part of the IT system.
2. The scope of functionalities available in the Application is specified in the Agreement concluded between the Service Provider and the Customer.
3. The Application does not enable:
 - a) making purchases,
 - b) concluding agreements,
 - c) making payments.
4. All fees related to the use of the Service Provider's services are regulated solely under the Agreement.

§4

Access to the Application

1. Use of the Application is possible only after obtaining access to an Account.
2. A user Account may be created:
 - a) by the Service Provider, or
 - b) by an authorized Customer administrator in the Administrative Panel.
3. Registration of individual users without concluding an Agreement with the Service Provider is not possible.
4. The User is obliged to keep login credentials confidential.
5. The User is responsible for actions taken using their Account.

§5

Rules for Using the Application

1. The User is obliged to use the Application in accordance with:
 - a) applicable law
 - b) these Terms of Use
 - c) the provisions of the Agreement
2. In particular, it is prohibited to:
 - a) attempt to obtain unauthorized access to the system,
 - b) interfere with the operation of the Application,
 - c) decompile or analyze the source code of the Application,
 - d) use the Application in a manner that infringes the rights of third parties.
3. The Service Provider may block access to the Account in the event of a breach of these Terms of Use or the Agreement.

§6

License to Use the Application

1. The subject, scope, and terms of the license authorizing the User to use the Application and the Service Provider's system arise from the Agreement; until an Agreement governing this matter has been concluded, no license is granted to either the Customer or the User.

§7

Intellectual Property

1. All intellectual property rights to the Application are vested in the Service Provider or its partners.

2. Neither these Terms of Use nor the Agreement transfers to the User or the Customer any rights, in particular intellectual property rights, including rights to the Application or the Service Provider's system.

§8

Application Updates

1. The Service Provider may make updates to the Application available from time to time.
2. Updates may include:
 - a) security patches
 - b) new functionalities
 - c) adaptation to new technological requirements.
3. Use of the latest version of the Application may be required to ensure its proper operation.

§9

Liability

1. The Service Provider exercises due care to ensure the proper operation of the Application.
2. The Service Provider shall not be liable for:
 - a) interruptions in operation resulting from technical reasons,
 - b) problems resulting from the configuration of the User's device,
 - c) damage caused as a result of the User's breach of these Terms of Use.
3. The detailed scope of liability is specified in the Agreement concluded between the Service Provider and the Customer.

§10

Personal Data

1. Users' personal data are processed in accordance with applicable law, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).
2. Detailed information concerning the processing of personal data is specified in the Privacy Policy available at:

https://www.wbgroup.pl/app/uploads/2026/07/privacy_policy_pim-mc_ios_en-us_v1-3.pdf

§11

Technical Requirements

1. To use the Application, the following are required:
 - a) a mobile device running iOS
 - b) Internet access.
2. The Service Provider shall not be liable for the inability to use the Application resulting from failure to meet the technical requirements.
3. Detailed information concerning the technical requirements is specified in the Agreement concluded between the Service Provider and the Customer.

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Distribution of the Application through the App Store

1. The Application is distributed through the App Store operated by Apple Inc.
2. Apple Inc. is not a party to these Terms of Use or to the Agreement concluded between the Service Provider and the Customer.

3. Apple Inc. shall not be liable for the operation of the Application or for the services provided by the Service Provider.
4. Any User claims concerning the Application should be directed directly to the Service Provider.

§13

No In-App Payments

1. The Application does not enable purchases or the payment of fees through the App Store.
2. Access to the services provided through the Application is possible solely under the Agreement concluded between the Service Provider and the Customer.
3. The financial terms for using the services are specified solely in the Agreement.

§14

Amendments to the Terms of Use

1. The Service Provider may amend these Terms of Use in the event of:
 - a) changes in legal provisions
 - b) technological changes
 - c) changes in the functionalities of the Application.
2. The current version of the Terms of Use is published in the Application or on the Service Provider's website.

§15

Final Provisions

1. These Terms of Use, the Agreement, use of the Application, and all related relationships and circumstances shall be governed by Polish law.
2. In matters not regulated by these Terms of Use, the provisions of the Agreement and applicable law shall apply.
3. Disputes arising from legal relationships based on the content of these Terms of Use or the Agreement, or from the fact of using the Application, shall be resolved by Polish common courts. The court with local jurisdiction over the Service Provider's registered office shall be competent to resolve such disputes, unless the Agreement provides otherwise.