EQUIVO APP TERMS OF USE

§1. GENERAL PROVISIONS

1. These Terms of Use set out the rules for using the Equivo mobile application, the types and scope of services provided by electronic means through it, the conditions for concluding and terminating agreements for the provision of those services and the complaint procedure. These Terms of Use constitute the terms and conditions referred to in Article 8(1)(1) of the Polish Act of 18 July 2002 on the Provision of Electronic Services.
2. The Service Provider is the entrepreneur operating under the business name "wAInot Natalia Piórkowska", having its registered office in Słubice, ul. Grzybowa 25 lok. 9, 69-100 Słubice, NIP: 5981585473, e-mail address: kontakt@equivo.pl, telephone: +48 579 946 999.
3. The following form an integral part of the Terms of Use: the Equivo App Privacy Policy (Annex No. 1) and the Terms and Conditions for the Paid Provision of Equivo App Premium Services (Annex No. 2).
4. The Terms of Use are made available free of charge in the App - before the Account is created and in the Account settings - and on the Website, also in PDF format, in a manner that enables them to be downloaded, recorded and printed.

§2. DEFINITIONS

1. **SERVICE PROVIDER** - the entrepreneur indicated in §1(2).
2. **USER** - a natural person, a legal person or an organisational unit without legal personality that uses the App.
3. **CONSUMER** - a natural person using the App for a purpose not directly related to their business or professional activity. The provisions concerning the Consumer also apply to a natural person concluding an agreement directly related to their business activity where the content of that agreement shows that it is not of a professional nature for that person.
4. **APP** - the Equivo mobile application for devices running iOS and Android, downloaded from App Marketplaces.
5. **ACCOUNT** - a set of permissions, data and other resources of the App assigned to an individual User.
6. **HORSE PROFILE** - a set of data concerning a horse maintained in the App by the User.
7. **APP MARKETPLACE** - App Store (Apple) and Google Play (Google).
8. **WEBSITE** - the website at www.equivo.pl.
9. **SERVICES** - the services provided by electronic means by the Service Provider through the App, described in §4.
10. **PREMIUM SERVICES** - the paid functionalities of the App available in the Premium and Max plans, provided on the terms set out in the Terms and Conditions for the Paid Provision of Equivo App Premium Services (hereinafter: "Premium Terms").
11. **USER CONTENT** - data, texts, photographs, videos, voice recordings, documents and other files entered into the App by the User.
12. **UNWANTED CONTENT** - illegal content within the meaning of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital

Services (Digital Services Act) and content that infringes the Terms of Use, in particular content that is offensive, misleading, or infringes the rights of third parties or animal welfare.

13. **PROHIBITED CONDUCT** - actions of the User contrary to the law or the Terms of Use, specified in §7(2).
14. **MODERATION MEASURES** - actions taken by the Service Provider in respect of Unwanted Content, Prohibited Conduct or their authors: restricting the visibility of or removing content, suspending or restricting Account functions, suspending or deleting the Account.
15. **SHARING** - a function of the App enabling the User to make selected Horse Profile data available to another User (a co-owner or lessee) to the extent and with the permissions determined by the User.

§3. TECHNICAL REQUIREMENTS AND RISKS

1. The following are necessary in order to use the App: a mobile device running Android version 8.0 or later or an iPhone running iOS version 16.4 or later, Internet access, an account with an App Marketplace enabling the App to be downloaded, and an active e-mail address.
2. Certain functions of the App require permission to access the camera, photos, microphone or notifications. The User may withdraw these permissions at any time in the device settings; the function concerned then ceases to work. The App does not use the device's location.
3. The App may partly operate without Internet access, using a copy of the data stored on the device. Changes are sent to the server once the connection is restored.
4. The use of services provided by electronic means involves specific risks, in particular:
   4.1. malicious software (viruses, spyware) installed on the User's device;
   4.2. attempts to obtain login credentials by deception (phishing), e.g. by means of fake e-mail messages or websites impersonating Equivo;
   4.3. takeover of the Account by an unauthorised person, in particular where the same password is used on multiple services;
   4.4. interception of data transmitted over unsecured Wi-Fi networks;
   4.5. receipt of unsolicited commercial information (spam).
5. In order to reduce these risks, the Service Provider recommends using a strong, unique password, an up-to-date operating system and a device screen lock. The Service Provider never asks for a password to be provided by e-mail or by telephone.
6. The App does not use cookies. Information on the data stored on the User's device is contained in the Privacy Policy.

§4. TYPE AND SCOPE OF SERVICES

1. Through the App, the Service Provider provides, in particular, the following Services:
   1.1. maintaining the Account;
   1.2. maintaining Horse Profiles, covering, among other things, the horse's identification data, health and medical records, specialist visits, care schedules, emergency events and treatment courses, rehabilitation, feeding, a feed and equipment store, training sessions, competitions, wellbeing and documents;
   1.3. an events calendar with reminders and notifications;

1.4. maintaining a list of contacts for specialists and persons caring for the horse (My team, emergency contacts, authorised persons) and preparing a card for a person standing in for the User in caring for the horse (stand-in mode);
1.5. recording expenses and income and a budget for the upkeep of horses;
1.6. exporting a card for a person standing in for the User in caring for the horse to a PDF file;
1.7. Sharing and the transfer of a Horse Profile to another User - as part of the Premium Services;
1.8. access to the educational content of the Equivo Academy;
1.9. a weather forecast and weather warnings for the stable;
1.10. the carrots and badges system referred to in §10;
1.11. subscription to the Equivo newsletter, on the terms set out in the Website Terms of Use.

2. The basic functions of the App are free of charge. In the free version of the App, the User may maintain a Horse Profile for 1 own horse and 1 stable horse and store files with a total size of up to 1 GB, and the App may display advertisements of the Service Provider's partners. The limit of own horses also includes horses that other Users have made available to the User through Sharing (as a co-owner or lessee). The Premium Services are paid and are provided on the terms set out in the Premium Terms. The Service Provider may make the Premium Services available to selected Users free of charge for a fixed period; after that period expires, the rules on the expiry of the Subscription set out in the Premium Terms apply.
3. The content, indicators, assessments, warnings and reminders available in the App, including the content of the Equivo Academy and weather forecasts originating from external providers, are for information purposes only and do not replace the advice of a veterinary surgeon or other specialist. The User makes decisions concerning the health, feeding and use of the horse independently.
4. The Service Provider develops the App and may change its functions. Changes which materially and adversely affect the use of the Premium Services are subject to the rules set out in the Premium Terms.

§5. ACCOUNT

1. Creating an Account requires providing a first name and surname, an e-mail address and a password, as well as ticking the box confirming acceptance of the Terms of Use and having read the Privacy Policy. When registering with an e-mail address, the User confirms the address by clicking the link sent in an e-mail message.
2. After creating the Account, the User completes the owner profile. Providing a telephone number, date of birth and profile photograph is voluntary.
3. The App may be used by persons who have reached the age of 16. Persons who have not reached the age of 18 may conclude agreements for Premium Services only with the consent of their statutory representative.
4. The Account is intended for one person. Other persons' access to a horse's data takes place through Sharing and not by sharing login credentials.
5. The User is responsible for keeping the login credentials confidential. During registration, the App checks whether the password appears in known data breaches and, if so, asks for a different password to be chosen.

6. The User undertakes to provide true data and to update it in the event of any change.

§6. CONCLUSION AND TERMINATION OF THE AGREEMENT

1. The agreement for the provision of the Services is concluded upon the creation of the Account, for an indefinite period. The agreement is free of charge in respect of the free Services.
2. The User may terminate the agreement at any time, without giving reasons, by deleting the Account in the App (Profile, Settings, Account, "Delete the account") or by means of the form on the website https://equivo.pl/en/delete-account. The Account is deleted after 30 days from the submission of the request; logging in during that period and selecting the "Keep account" option cancels the deletion request.
3. Deletion of the Account results in the deletion of the Horse Profiles of which the User is the owner, also for the persons with whom the User has shared them. Before deleting the Account, the User may transfer a Horse Profile to another User or request a copy of their data on the terms set out in the Privacy Policy.
4. Deletion of the Account does not cancel a Subscription to the Premium Services purchased in an App Marketplace - the Subscription must be cancelled in the App Marketplace settings.
5. The Service Provider may terminate the agreement subject to a 30-day notice period for important reasons, in particular the discontinuation of the App or a change in the law preventing the provision of the Services. The Service Provider may terminate the agreement with immediate effect where the User grossly or persistently infringes the Terms of Use or the law, after a prior ineffective request to cease the infringements, unless such a request would be pointless.
6. The Service Provider informs the User of the termination of the agreement or the application of a Moderation Measure by e-mail, together with a statement of reasons.

§7. RULES OF USE, USER CONTENT AND SHARING

1. The User uses the App in accordance with its intended purpose, the law, good practice and the Terms of Use.
2. Prohibited Conduct is forbidden, in particular:
   2.1. entering Unwanted Content;
   2.2. attempting to gain access to other persons' Accounts or data, or to circumvent the security measures or limits of the App;
   2.3. introducing malicious software, disrupting the operation of the App and automated extraction of data from the App;
   2.4. sending, by means of the App, invitations or messages to persons who do not wish to receive them;
   2.5. entering the personal data of other persons without a legal basis.
3. The User is responsible for User Content and represents that they hold the rights to it. The User enters data covered by veterinary professional secrecy only if they are entitled to disclose it. When entering data of other persons (e.g. specialists, emergency contacts, authorised persons), the User should have a basis for entering it and should inform those persons of the processing of their data.

4. The User grants the Service Provider a free-of-charge, non-exclusive licence to store, process and display User Content solely to the extent necessary to provide the Services, including to display it to the persons with whom the User has shared it. The licence expires upon deletion of the content or the Account.
5. When making Horse Profile data available through Sharing, the User decides who sees it and to what extent, and whether they may change it. The Horse Profile of an own horse may be shared with no more than 1 person; the profiles of stable horses cannot be shared. An invitation to Sharing is valid for 14 days. The User may end Sharing at any time.
6. A Horse Profile is transferred to another User by means of a one-time link and requires acceptance by the recipient. Following the transfer, the recipient becomes the owner of the Horse Profile.
7. Sharing and the transfer of a Horse Profile are available as part of the Premium Services. The effects of the expiry of the Premium Services on Horse Profiles and Sharing are set out in §7(8) of the Premium Terms. A Horse Profile closed by the User may be reopened no more than twice; after the third closure, the profile remains available only for viewing and deletion.
8. At the User's request, the App sends e-mail invitations to the persons indicated by the User. The number of invitations is limited in order to protect against abuse.

§8. REPORTING UNWANTED CONTENT AND MODERATION

1. Anyone may report Unwanted Content using the contact form on the Website (type of matter: report of illegal content) or by writing to kontakt@equivo.pl. The report should contain: an explanation of why the content is unwanted, an indication of its location in the App, the first name and surname or name and the e-mail address of the reporting person (except for reports concerning offences against children) and a statement that the report is made in good faith.
2. The Service Provider confirms receipt of the report, processes it without undue delay in a diligent, non-arbitrary and objective manner, and informs the reporting person of the decision and of the available means of redress. The Service Provider does not use automated content moderation.
3. The Service Provider informs the User concerned of the application of a Moderation Measure, with a statement of reasons covering the type of measure, its basis and the facts on which the decision was based. An appeal against the decision may be lodged at kontakt@equivo.pl within 6 months of its receipt. The Service Provider considers the appeal within 14 days.
4. The Service Provider may, after a prior warning, temporarily suspend the processing of reports from a person who frequently submits manifestly unfounded reports.
5. The point of contact for the authorities of the Member States, the European Commission, the European Board for Digital Services and Users within the meaning of Articles 11 and 12 of the Digital Services Act is the address kontakt@equivo.pl. Correspondence is conducted in Polish or English.
6. The User may report an advertisement that they consider inappropriate using the “Report ad” button next to the advertisement.

§9. ADVERTISEMENTS AND SERVICE PROVIDER COMMUNICATIONS

1. In the free version of the App, advertisements of the Service Provider's partners from the equestrian sector may be displayed, marked with the label “Sponsored offer”. Users using the Premium Services do not see partners' advertisements.
1. Irrespective of the plan, the App may display communications from the Service Provider about the App and the Premium Services, e.g. about new functions, tips on using the App or information about changes to the Terms of Use. These communications are selected on the basis of the plan, the number of horses and the data storage space used, as well as which App functions the User has used and when. Each such communication can be closed.
2. Partners' advertisements are selected on the basis of the plan and the language of the App and of the manner in which the App is used (e.g. whether the User maintains a Horse Profile and since when they have had an Account). The Service Provider does not select advertisements on the basis of data concerning horses' health, location or content entered into the App, does not use advertising networks or the device's advertising identifier, and does not transfer Users' personal data to partners, but only aggregate statistics on impressions and clicks.
3. Clicking on an advertisement opens the partner's website. The partner is responsible for the content of the advertisement, the offer and its performance, and the partner's terms and conditions and privacy policy apply on its website. The Service Provider may receive remuneration from the partner, including a commission on purchases made via links from the App.

§10. CARROTS AND BADGES

1. For regular entries concerning the care of a horse, the App credits carrots and awards badges, which determine the User's level in the App. The number of carrots that can be earned in a single day is limited.
2. Carrots and badges have no monetary value, cannot be exchanged for money, goods or services and cannot be transferred to other Accounts. Badges earned remain on the Account also after the use of the Premium Services ends.
3. The Service Provider may correct carrots and badges credited as a result of an App error or Prohibited Conduct.

§11. INTELLECTUAL PROPERTY

1. The App, its appearance, the Equivo marks and the content made available by the Service Provider, including the content of the Equivo Academy, are protected by copyright and other intellectual property rights held by the Service Provider or its licensors.
2. The Service Provider grants the User a non-exclusive, non-transferable and free-of-charge licence to use the App on devices which the User owns or controls, for the term of the agreement and solely to the extent necessary to use the Services. The User may not copy, modify or distribute the App or the content of the Equivo Academy for commercial purposes, except in cases permitted by mandatory provisions of law.

§12. LIABILITY

1. The Service Provider makes efforts to ensure that the App operates continuously and correctly. Where possible, the Service Provider schedules technical breaks related to the maintenance and development of the App during the hours of lowest User activity.
2. The Service Provider is not liable for damage resulting from decisions made by the User solely on the basis of information, indicators, forecasts or reminders from the App, without consulting a specialist where this is advisable, nor for User Content or the content of partners' advertisements.
3. Provisions limiting the Service Provider's liability do not apply to Consumers to the extent that the law does not permit such a limitation.

§13. COMPLAINTS

1. Complaints concerning the operation of the App, including the lack of conformity of the Services with the agreement, may be submitted to kontakt@equivo.pl or support@equivo.pl, using the contact form on the Website or in writing to the address of the Service Provider's registered office. A complaint should contain a description of the problem and the e-mail address assigned to the Account.
2. The Service Provider considers a complaint within 14 days of its receipt and sends a reply to the e-mail address from which the complaint was sent or to the address indicated in the complaint.
3. The provisions of the Polish Consumer Rights Act of 30 May 2014 concerning the conformity of digital services with the agreement apply to Services provided to Consumers. Complaints concerning the Premium Services are considered on the terms set out in the Premium Terms, and complaints concerning payments and refunds may also be submitted directly to the App Marketplace in which the purchase was made.

§14. PROVISIONS CONCERNING APP MARKETPLACES

1. The terms and conditions of the relevant App Marketplace additionally apply to the downloading of the App and to payments in that App Marketplace. In the case of an App downloaded from the App Store, the provisions of paragraphs 3-9 of this section also apply.
2. Google Play Terms of Service: https://play.google.com/intl/ALL_en/about/play-terms/. Apple Media Services Terms and Conditions: https://www.apple.com/legal/internet-services/itunes/.
3. These Terms of Use are concluded solely between the User and the Service Provider, and not with Apple Inc. The Service Provider is solely responsible for the App and its content.
4. The User receives a non-exclusive, non-transferable licence to use the App on Apple devices which the User owns or controls, in accordance with the usage rules set out in the Apple Media Services Terms and Conditions.
5. Apple Inc. has no obligation to provide maintenance or technical support services for the App. Support is provided by the Service Provider at support@equivo.pl.
6. In the event of any failure of the App to conform to a warranty, if one has been given, the User may notify Apple Inc., which will refund the purchase price of the App, if it was paid; to any other extent, Apple Inc. bears no liability under the warranty.

7. The Service Provider, and not Apple Inc., is responsible for addressing any claims of the User or third parties relating to the App, including product liability claims, claims of non-compliance with legal requirements, claims under consumer protection or privacy legislation and claims of infringement of intellectual property rights.
8. The User represents that they are not located in a country that is subject to an embargo by the Government of the United States of America and that they are not listed on any list of restricted parties of that Government.
9. Apple Inc. and its subsidiaries are beneficiaries of this section and, upon its acceptance by the User, may enforce its provisions against the User.

§15. CHANGES TO THE TERMS OF USE

1. The Service Provider may change the Terms of Use for important reasons, in particular a change in the law, in the terms and conditions of App Marketplaces, in the scope or manner of providing the Services, or the need to ensure the security of the App.
2. The Service Provider gives notice of a change in the App and by e-mail at least 30 days before it enters into force. A User who does not accept the changes may terminate the agreement by deleting the Account before the date on which they enter into force. Changes required by law or by decisions of public authorities may enter into force within the time limit specified therein.

§16. FINAL PROVISIONS

1. In matters not governed by the Terms of Use, the provisions of Polish law apply, in particular the Polish Act on the Provision of Electronic Services, the Polish Consumer Rights Act and the Polish Civil Code. The choice of Polish law does not deprive the Consumer of the protection afforded to them by the mandatory provisions of the law of the country of their habitual residence.
2. The Consumer may use out-of-court means of handling complaints and pursuing claims, in particular by applying to the district (municipal) consumer ombudsman or to the provincial inspector of the Trade Inspection. The rules for access to these procedures are laid down in the Polish Act of 23 September 2016 on Out-of-Court Resolution of Consumer Disputes.
3. Disputes with Consumers are resolved by the court having jurisdiction under the general provisions of law, and disputes with other Users - by the court having jurisdiction over the Service Provider's registered office.
4. These Terms of Use enter into force on 25.10.2026.