

TERMS AND CONDITIONS OF MeShape.app

The formula of these Terms and Conditions establishes the general rules and conditions for using the MeShape.app application. These conditions, should the User decide to use MeShape.app, regulate in particular the rules of using the application, including matters related to our liability.

We invite you to familiarize yourself with the Terms and Conditions.

The MeShape.app Team

§ 1 ABOUT US

The owner of MeShape.app is HEALTH TECHNOLOGIES Sp. z o.o., with its registered office in Białystok (registered office address: ul. Świętego Rocha 14A/48, 15-879 Białystok), entered into the Register of Entrepreneurs of the National Court Register under KRS number 0000576227; the registry court where the company's documentation is stored is the District Court in Białystok, XII Commercial Division of the National Court Register; Tax Identification Number (NIP): 9662099568; National Business Registry Number (REGON): 362512946, email address: support@meshape.app (hereinafter referred to as the "Service Provider").

§ 2 DEFINITIONS

1. The terms used in these Terms and Conditions shall mean:
 - a. TERMS AND CONDITIONS – these terms and conditions of the application.
 - b. WORKING DAY – one day from Monday to Friday, excluding public holidays.
 - c. CONTACT FORM – a form available in the application enabling contact with the Service Provider, accessible in the "Contact" tab.
 - d. ACCOUNT, PROFILE – an Electronic Service, identified by an individual email address, a collection of resources and functionalities available in the Service Provider's ICT system, where data provided by the User and information about their activities in the application are stored. The Account also enables the use of other Electronic Services available in the Service – in cases where prior creation of an Account is required.
 - e. PRODUCT – a paid Service that may be or is the subject of a sales contract between the User and the Service Provider.

- f. ELECTRONIC SERVICE – a service provided electronically by the Service Provider to the User through the application in accordance with these Terms and Conditions.
- g. SETTLEMENT PERIOD – a specific period covered by a fixed-term contract during which the User has access to the service for which they are obliged to make a payment.
- h. USER, CLIENT, CUSTOMER – a natural person with full legal capacity, or in cases provided for by generally applicable laws, a natural person with limited legal capacity – using or intending to use the Electronic Services available in MeShape.app, including entering into or intending to enter into a Product sales contract, unrelated to their business activity.
- i. SERVICE PROVIDER, SELLER – HEALTH TECHNOLOGIES Sp. z o.o., with its registered office in Białystok (registered office address: ul. Świętego Rocha 14A/48, 15-879 Białystok), entered into the Register of Entrepreneurs of the National Court Register under KRS number 0000576227; the registry court where the company's documentation is stored is the District Court in Białystok, XII Commercial Division of the National Court Register; NIP: 9662099568; REGON: 362512946, email address: support@meshape.app.
- j. CIVIL CODE – the Civil Code Act of April 23, 1964 (Journal of Laws No. 16, item 93, as amended).
- k. COPYRIGHT LAW – the Act on Copyright and Related Rights of February 4, 1994 (Journal of Laws No. 24, item 83, as amended).
- l. CONSUMER RIGHTS ACT, ACT – the Act of May 30, 2014, on Consumer Rights (Journal of Laws 2014, item 827, as amended).

§ 3 GENERAL CONDITIONS FOR USING THE APPLICATION

1. The User is obliged to use the application in a manner consistent with the law and good customs, with respect for personal rights, copyright, and intellectual property rights of the Service Provider and third parties. The User is obliged to provide truthful data. The User is prohibited from providing content of an unlawful nature.
2. Technical requirements necessary to cooperate with the ICT system used by the Seller:
 - a. A computer, laptop, tablet, smartphone, or other multimedia device with internet access with a minimum bandwidth of 1 Mb/s;
 - b. Access to an email account;
 - c. Web browser:
 - Mozilla Firefox version 17.0 or higher,
 - Internet Explorer version 9.0 or higher,
 - Opera version 12.0 or higher,
 - Google Chrome version 23.0 or higher,
 - Safari version 5.0 or higher,
 - Microsoft Edge version 41.0 or higher;
 - d. Enabling the browser to save Cookies and support Javascript.

3. The administrator of personal data processed in the Online Service in connection with the implementation of these Terms and Conditions is the Service Provider. Personal data is processed for the purposes, scope, and based on the principles and grounds specified in the privacy policy published on the Online Service website. The privacy policy primarily contains rules regarding the processing of personal data by the Administrator, including the grounds, purposes, and scope of personal data processing, the rights of data subjects, as well as information on the use of cookies and analytical tools in the Service. Using the Service is voluntary. Similarly, providing personal data by the User is voluntary, subject to exceptions specified in the privacy policy (conclusion of a contract and statutory obligations of the Seller).
4. The Service Provider complies with Article 14(1) of the Act on the Provision of Electronic Services of July 18, 2002 (Journal of Laws 2002 No. 144, item 1204, as amended), which states that a party providing ICT system resources for data storage by a User is not liable for the stored data if they are unaware of the unlawful nature of the data or related activities, and upon receiving official notification or credible information about the unlawful nature of the data or related activities, they promptly prevent access to such data.

§ 4 ELECTRONIC SERVICES IN THE MESHAPPE.APP APPLICATION1.

1. Any User may use the Service under the conditions specified in these Terms and Conditions.
2. To use the APPLICATION, it is necessary to create an Account under the rules specified further in these Terms and Conditions.
3. The User may also use the tab called Contact Form. Using the Contact Form occurs after:
 - ✓ Navigating to the "Contact" tab,
 - ✓ Filling out the Form,
 - ✓ Clicking the "Send" button.
4. Until the "Send" button is clicked, the User can independently modify the entered data. The Contact Form requires the User to provide data such as name, surname, email address, and message content. The Contact Form service is provided free of charge, is one-time in nature, and does not require creating an account. It ends upon sending the message to the Service Provider or upon earlier cessation of sending the message.
5. The Service Provider undertakes to provide Electronic Services without defects, with due diligence, and in accordance with applicable legal provisions. However, technical issues or other disruptions in the functioning of Electronic Services may occur, which are beyond the Service Provider's control, such as failures of ICT systems, internet outages, actions of third parties, or force majeure. In the event of such difficulties, the Service Provider will immediately take all possible actions to resolve them and restore full functionality of the Electronic Services as quickly as possible.

§ 5 ACCOUNT (PROFILE)

1. The Account service is provided for a fixed period and is paid.
2. The creation and use of an Account are possible after concluding a sales contract.
3. After the User makes a prepayment, a confirmation email regarding the Account creation will be sent to the email address provided in the form.
4. The User may delete the Account at any time by sending a relevant request to the Service Provider via email to: support@meshape.app.
5. Within the purchased access to the Account, the User gains the ability to use the Product selected during the conclusion of the contract.
6. The Service Provider may introduce additional services, the use of which will be separately paid. However, in such cases, using the additional service will require placing a separate order, the terms of which, including the price, will be provided in the application.

§ 6 DIET

1. The DIET Electronic Service is provided for a fixed period, and access to it is granted as part of the payment for purchasing an Account in the application.
2. The Client may purchase access to the diet service for a period chosen by them (1 month, 3 months, 6 months), with payment collected upfront – for example, if the Client chooses a 3-month plan, the amount for 3 months will be charged on the purchase date. The subscription renews automatically at the end of each period (1 month, 3 months, 6 months) until canceled.
3. The validity of access to the DIET Service is calculated in months, starting from its activation until the last day of the Subscription validity period (1 month, 3 months, 6 months).
4. The DIET Service will be automatically renewed for the same period as previously purchased. For example, if the Client's last purchased plan was 6 months, the Service will be automatically renewed for 6 months.
5. The Client cannot change the plan.
6. Diets are prepared by the Service Provider based on information provided by the User during the ordering process. The User is responsible for the content of the information provided to the Service Provider, based on which the Service Provider prepares a diet tailored to the User.

The Service Provider recommends that the User consult a competent doctor regarding the diet's impact on their health before using the service. The Service Provider advises against using diet plans for individuals suffering from: kidney diseases, gout, liver cirrhosis, reflux, candidiasis, digestive system ulcers, diverticulitis, Hashimoto's disease, Crohn's disease, pancreatic dysfunction, biliary tract dysfunction, irritable bowel syndrome, digestive system cancers, or those who are pregnant or breastfeeding.

§ 7 PAYMENTS FOR THE DIET SERVICE

1. Payments collected by the Service Provider for the DIET Service are recurring and automatic (auto-renewable payment), starting with the beginning of a given Settlement Period.
2. Purchases can be made directly from the Service Provider's website or via the App Store or Google Play Store.
3. Payment is made by charging the payment method used by the User for this purpose with the amount due for the given Settlement Period.
4. Payments are collected based on the payment method details provided by the User (e.g., credit card).
5. The User may cancel their plan subscription at any time. Depending on how the payment was made:
 - a. If purchased via the App Store: You can cancel the subscription at any time by disabling auto-renewal in your Apple ID account settings. To avoid renewal, the subscription must be canceled in the Apple ID account settings at least 24 hours before the end of the current subscription period. You can manage the subscription yourself through your Apple ID account.
 - b. If purchased via Google Play: You can cancel the subscription at any time by disabling auto-renewal in your Google account settings. To avoid renewal, the subscription must be canceled in the Google account settings at least 24 hours before the end of the current subscription period. You can manage the subscription yourself through your Google account.
 - c. If purchased via our website: To cancel, a request must be sent to unsubscribe@meshape.app. The cancellation request must be sent via email to unsubscribe@meshape.app no later than 3 days before the end of the current settlement period. The Service Provider has 72 working hours to process the cancellation request and confirm the actions taken by sending the User an email – provided the User has provided a correct email address.
6. In the case described above, the contract is terminated only at the end of the Settlement Period for which the last payment was made, and upon termination, the User loses access to the DIET Service.
7. Uninstalling the application does not cancel the subscription.
8. The User is not entitled to a refund for already paid Settlement Periods.
9. If payment cannot be collected due to insufficient funds on the User's payment card on the start date of a new Settlement Period, the Service Provider will notify the User via email (to the address provided by the User) about the failed payment due to insufficient funds and about a conditional service provision period (so-called grace period), during which payment attempts will be made.
10. The Seller reserves the right to change the plan price. Renewals may be charged at the Service Provider's current rates, which the Client acknowledges and agrees may be higher or lower than those for the original service period.

§ 8 SALES CONTRACT FOR PRODUCTS

1. The sales contract is concluded upon payment for the Product. The moment of payment is deemed to be when the payment is credited to the Seller's account.
2. The Product price is visible in the application, stated in the currency of the respective country, and includes taxes.
3. By purchasing an Electronic Service, the User consents to its immediate provision before the expiration of the withdrawal period. The User acknowledges that, under Article 38(13) of the Consumer Rights Act of May 30, 2014, they lose the right to withdraw from the contract once the service has been fully performed by the Service Provider.
4. The recording, securing, and provision of the sales contract content to the User occur by making these Terms and Conditions available in the application and sending the User an email after the purchase. The sales contract content is also recorded and secured in the Service Provider's IT system.
5. Method and delivery time of the Product and payment:
 - a. Product delivery is available worldwide.
6. The Seller enables the following delivery method:
 - a. Electronic delivery – providing the Product's functionalities within the Client's active Account in the application.
7. Delivery times:
 - a. For payments via bank transfer, electronic payments, or credit card – the Service will be generated by specialized software using a specially designed algorithm based on analyzed customer responses. The Service constitutes intellectual property only, not physical goods, and will be available in the meshape.app application immediately after the payment is credited to the Seller's bank or settlement account.
8. Available payment methods:
 - a. Card payment,
 - b. Payment via Google Pay,
 - c. Payment via Apple Pay.

§ 9 APPLICATION AND RESULTS OF THE DIET

1. The preparation of the DIET service by the Seller is based on a limited set of information about the User. The Service Provider does not have access to the User's medical history or test results, particularly regarding:
 - a. - User allergies,
 - b. - Products not tolerated by the User,
 - c. - Medical recommendations regarding the avoidance of certain products,
 - d. - User illnesses or injuries.Therefore, before starting the DIET, the User should consult a dietitian or doctor to assess the risks and suitability of the DIET for the specific User.
2. Due to the multitude of factors affecting the weight loss process, the Administrator does not guarantee that using the DIET will achieve the intended result or will not cause adverse side effects.

3. The effects of the DIET may vary among different Users.
4. The Service is not a source of medical knowledge, and the information it contains is not medical advice and cannot be treated as a substitute for consulting a doctor or dietitian.
5. The Administrator does not have information about the Users' health status and does not monitor it. Users should independently take care of their health, including undergoing appropriate medical examinations.

§ 10 CONTACT WITH MESHape.APP

The primary form of remote communication with the Seller is email (email: support@meshape.app), through which you can exchange information with us regarding the use of MeShape.app. Users may also contact us in other legally permissible ways.

§ 11 COMPLAINTS REGARDING MESHape.APP

1. Complaints related to the operation of the MeShape.app application may be submitted by the Client via email to: support@meshape.app.
2. The Service Provider recommends including in the complaint description:
 - a. Information and circumstances regarding the subject of the complaint, particularly the type and date of the irregularity;
 - b. The User's demand;
 - c. Contact details of the complainant – this will facilitate and expedite the complaint handling process by the Service Provider.
3. The Service Provider will respond to the complaint promptly, no later than 14 calendar days from the date of its submission. For consumers, failure to respond within this period means the Service Provider has deemed the complaint justified.
4. The Service is not liable for the lack of refund or delay in refund if it results from the Client providing incorrect address details, personal data, or bank account number.

§ 12 WITHDRAWAL FROM THE CONTRACT BY THE CONSUMER

1. A consumer who has concluded a distance or off-premises contract may withdraw from it within 14 days without giving a reason and without incurring costs, except for the return of additional delivery costs, the cost of returning the item to the Seller after withdrawal, and the cost of payments for services provided up to the moment of withdrawal.
2. The withdrawal period begins:
 - a. For a contract where the entrepreneur delivers an item and is obliged to transfer its ownership – from the moment the consumer or a third party designated by them (other than the carrier) takes possession of the item, and in the case of a contract that:
 - i. Involves multiple items delivered separately, in batches, or in parts – from taking possession of the last item, batch, or part,

- ii. Involves regular delivery of items for a fixed period – from taking possession of the first item;
 - b. For other contracts – from the date of contract conclusion.
- 3. The consumer may withdraw from the contract by submitting a withdrawal statement to the entrepreneur. The statement may be submitted using the form attached as Annex No. 2 to the Consumer Rights Act. Using the form is optional. To meet the deadline, it is sufficient to send the statement before its expiry via email to: support@meshape.app.
- 4. The Seller is obliged to promptly, no later than 14 days from receiving the consumer's withdrawal statement, refund all payments made by the consumer, including delivery costs to the consumer, except for additional delivery costs, the cost of returning the item to the Seller, and the cost of payments for services provided up to the moment of withdrawal.
- 5. Possible costs related to the consumer's withdrawal from the contract that the consumer is obliged to bear:
 - a. For a Product that is a service whose performance – at the consumer's explicit request – began before the withdrawal period, the consumer exercising the right of withdrawal after making such a request is obliged to pay for the services provided up to the withdrawal moment. The payment amount is calculated proportionally to the scope of the service provided, taking into account the contract price or remuneration. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.
- 6. The right to withdraw from a contract concluded off-premises or at a distance does not apply to the consumer in the case of contracts:
 - a. For the provision of services, if the entrepreneur has fully performed the service with the consumer's explicit consent, who was informed before the service began that they would lose the right to withdraw after the entrepreneur's performance;
 - b. Where the subject of the service is a non-prefabricated item, manufactured according to the consumer's specifications or meeting their individualized needs;
 - c. For the delivery of digital content not recorded on a tangible medium, if the performance began with the consumer's explicit consent before the withdrawal period and after the entrepreneur informed them of the loss of the right to withdraw.

§ 13 OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES AND ACCESS TO THESE PROCEDURES

- 1. Detailed information on the possibilities for a Client who is a consumer to use out-of-court complaint and redress procedures, as well as the rules for accessing these procedures, is available on the website of the Office of Competition and Consumer

Electronic Services of July 18, 2002 (Journal of Laws 2002 No. 144, item 1204, as amended); the Consumer Rights Act; and other relevant generally applicable legal provisions.

4. These Terms and Conditions do not exclude provisions applicable in the consumer's country of habitual residence concluding a contract with the Service Provider/Seller, which cannot be excluded by agreement. In such cases, the Service Provider/Seller guarantees the consumer the protection granted by provisions that cannot be excluded by agreement.

Thank you for reading carefully!

If you have any questions, we are always at your disposal – please contact us.

We invite you to cooperate,

The MeShape.app Team