

Poznaj Terms of Service

Effective from: 3 October 2026

This is a translation of the Polish original for information purposes. In case of any discrepancy, the Polish version prevails.

§ 1. Definitions

The terms used in these Terms of Service mean:

- **Terms** – this document.
- **Privacy Policy** – the document describing how Users' personal data is collected and processed, available in the App and at <https://poznaj.pl/documents/privacy-policy?lang=en>
- **App** – the Poznaj mobile application for iOS and Android, together with the Provider's servers that operate it.
- **Provider** – Sebastian Zabrzyski, conducting business activity under the name BitPerfect Sebastian Zabrzyski, address for correspondence: ul. Grunwaldzka 8A/15, 39-300 Mielec, Poland, VAT ID (NIP) 5862377082, statistical ID (REGON) 521142580, entered in the Central Register and Information on Business Activity (CEIDG) maintained by the minister responsible for the economy.
- **Service** – a service provided by the Provider to Users by electronic means within the meaning of the Act on Providing Services by Electronic Means.

- **User** – a natural person who is at least 18 years old and has full legal capacity, using the App.
- **Guest** – a person using the App without logging in, to the extent described in § 5(2).
- **Account** – the part of the App assigned to a given User, through which they can perform certain actions.
- **Identity provider** – Google or Facebook, through which an Account may be created and used to sign in to the App instead of an e-mail address and password.
- **Profile** – the set of information about a User presented to other Users in the App.
- **Meetup** – a proposal to spend time together at a specified place and time, published in the App by an Organiser, which other Users may join.
- **Organiser** – the User who created a given Meetup.
- **Participant** – a User whose participation in a Meetup has been confirmed.
- **Waitlist** – the list of Users waiting for a place to become available in a group Meetup whose Participant limit has been reached.
- **Poll** – a question together with answers to choose from, created in a group Meetup by the Organiser, whose result is visible only to the Organiser and the Participants of that Meetup.
- **Chat** – the feature allowing Users to exchange text messages, photos and voice messages, in a private conversation or in a conversation among the Participants of a given Meetup.

- **Presence** – a voluntary, temporary indication of a User's availability on the Map, visible to others only as an approximate position.
- **Map** – the view of the App presenting Meetups and other people's Presence nearby.
- **People directory** – the view of the App presenting Users' Profiles according to selected criteria.
- **App Store operator** – Apple Inc. (App Store) and Google LLC (Google Play), through which the App is distributed.
- **Consumer Rights Act** – the Polish Act of 30 May 2014 on consumer rights.
- **Act on Providing Services by Electronic Means** – the Polish Act of 18 July 2002 on providing services by electronic means.
- **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- **Digital Services Act** – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act).

§ 2. General provisions

1. These Terms set out the general conditions, rules and manner of providing Services by electronic means through the App by the Provider.
2. Contact with the Provider takes place by e-mail at kontakt@poznaj.pl or through the contact form available in the App, including without an Account. The

same address serves as the electronic point of contact within the meaning of Articles 11 and 12 of the Digital Services Act — for Users, Member State authorities, the European Commission and the European Board for Digital Services. The languages of communication are Polish and English.

3. The Terms are made available continuously and free of charge in the App and at <https://poznaj.pl/documents/terms?lang=en> in a manner allowing them to be obtained, reproduced and recorded.

4. Use of the App is free of charge. The Provider charges no fee for creating an Account or for any of the features described in these Terms.

5. The Provider declares that the nature of the App is purely social and recreational.

6. All rights to the App, including economic copyright and intellectual property rights to its name, graphic marks and source code, belong to the Provider. They may be used only in the manner set out in these Terms.

7. The Provider informs that using services provided by electronic means involves the risks typical of the Internet, in particular the possibility of malicious software being introduced onto the User's device and of data being obtained or modified by unauthorised persons. That risk is limited by using up-to-date system software and appropriate technical measures.

8. These Terms have been drawn up in a Polish and an English version. In case of discrepancy, the Polish version prevails.

§ 3. Technical requirements

1. Using the App requires:

- a mobile device running iOS or Android in a version supported by the current release of the App,
- access to the Internet,
- access to an active e-mail mailbox — where an Account is created with an e-mail address and a password,
- an account with an Identity provider — where an Account is created that way,
- system permissions to access the device's location, the camera and the microphone, and to display notifications — solely for those App features that use them.

2. Refusing the system permissions referred to in paragraph 1, fifth indent, does not prevent the use of the App's remaining features.

3. The Provider does not supply data transmission and does not bear the User's data transmission costs.

§ 4. Rules of use

1. The App may be used only on the terms and within the scope set out in these Terms and in accordance with applicable law.

2. The App may be used only by persons who are at least 18 years old. By creating an Account, the User confirms that this condition is met. The App is not intended for and is not directed at minors.

3. A User may hold only one Account. An Account is non-transferable and may not be shared with other persons.
4. The User must protect their Account password against unauthorised access and must not disclose it to third parties.
5. The User declares that the data provided in their Profile is true and accurate, and undertakes to update it promptly if it changes. The first name, gender and date of birth provided at registration cannot be changed by the User in the App — a change to them may be requested at kontakt@poznaj.pl.
6. The User may not use devices, software or methods capable of disrupting the proper operation of the App, in particular automate its use, harvest other Users' data in bulk or circumvent request rate limits.
7. The User undertakes not to use the App for commercial purposes, including advertising, canvassing, promoting their own business or selling anything to other Users.

§ 5. Services and conclusion of the agreement

1. The Provider provides two Services through the App, both free of charge: the Service for Guests and the Service for registered Users.
2. The Service for Guests consists of making available, without the need to create an Account, features that are strictly for browsing: the list of Meetups, the Map, the People directory and the Profiles of Users who have not switched off public visibility of their Profile, as well as the ability to create an Account. A Guest neither creates content nor contacts Users.

3. The agreement for the Service for Guests is concluded for an indefinite period when the User starts using the App without logging in and terminates when they stop using it in that mode, in particular by logging in, leaving browsing mode or uninstalling the App.

4. The Service for registered Users consists of making available, to the extent and in the form resulting from the current version of the App, features covering: maintaining a Profile and viewing the full content of other Users' Profiles; creating and managing Meetups; joining other Users' Meetups together with the accompanying features (invitations, the Waitlist, Polls, confirmation of attendance); the Chat; indicating Presence on the Map and waving at people visible on it; receiving notifications about events concerning the Account and Meetups; reporting content and Users and blocking other Users; and access to one's own data and a copy of it.

5. Creating an Account consists of completing the registration form in the App. Whichever registration route is chosen, it requires providing a first name, a date of birth, gender and a town, adding a profile photo, and accepting these Terms and reviewing the Privacy Policy.

6. An Account may be created in two parallel ways, neither of which is a condition of the other:

- with an e-mail address and a password — the Account then has to be activated by clicking the link sent to the address provided,
- through an Identity provider — the Account is then active immediately, without an activation link, and the Provider receives from the Identity provider the data described in the Privacy Policy. An Account created this way has no password and, if the Identity provider did not share an e-mail

address, no address either. A password and an address may be added later in the App's settings; until then, the Account has no possibility of password reset or e-mail notifications.

7. Accounts created with an e-mail address and a password whose address is not confirmed within the designated period are deleted automatically together with all data entered.

8. A User may change the e-mail address linked to their Account in the App's settings, confirming the change with their password or — if the Account has no password — through the Identity provider. The new address becomes active once the confirmation link sent to it is clicked; until then, the previous address remains in effect.

9. The agreement for the Service for registered Users is concluded for an indefinite period upon activation of the Account and terminates when the Account is deleted.

10. The provision of other Services which the Provider may make available in the future may be governed by separate terms.

§ 6. Profile

1. A User's Profile covers: first name, age calculated from the date of birth, gender, town, profile photos, an optional description, selected interests and information about openness to meeting people for dating purposes, as well as the date of joining the App and information about last activity. The first name, gender and date of birth are provided by the User at registration (§ 4(5)).

2. The date of birth is not visible to other Users — only the age is shown. The e-mail address is not visible to anyone other than the Account holder.
3. The Profile is also visible to Guests, unless the User switches off public visibility of the Profile in the App's settings. The scope of data visible to Guests and to logged-in Users is set out in § 6 of the Privacy Policy.
4. Switching off public visibility removes the User's Profile and Presence from the views available to Guests. It does not hide the Profile from logged-in Users, nor does it hide Meetups of which the User is the Organiser — Guests still see the Organiser's Profile data presented together with such Meetups, including their first name, age and profile photo.
5. The User permits the Provider to disseminate their image uploaded to the App by making it available to other persons using the App, solely for the purpose of providing the Services and delivering the App's features. This permission is granted free of charge and may be withdrawn at any time — for a specific photo by deleting it, and in full by deleting the Account. The Profile must contain at least one approved photo, so the only approved photo can be deleted only after another one has been added.
6. A profile photo should show the User's actual likeness. Every uploaded photo is reviewed by the Provider before publication and becomes visible to other Users only once approved. The review begins with an automated preliminary classification of the photo (§ 11(4)): a photo about which no concerns are raised is published immediately, while the remaining ones — including those that could not be checked automatically — are assessed by a human being; until then, the photo is visible only to the User themselves, and other Users see a default placeholder instead. A photo attached to the registration form is classified before the Account

is created; if it requires human assessment, the User is informed before completing registration and may choose a different photo or sign up with the one they uploaded. The Provider may decline to approve a photo, or remove a photo already approved, if it breaches these Terms or does not show the User's actual likeness.

7. For as long as the User has no approved profile photo — both where their first photo is awaiting human assessment after Account creation and where their only approved photo has been declined or removed and no other photo is awaiting review — their Account is restricted: in particular, the User cannot message other Users, create Meetups, join them, wave or indicate Presence, and their Profile is not visible to other Users in the People directory, on the Map, or at the Profile address. The restriction ends once a photo is approved.

8. Content uploaded by the User may not show the image of, or contain personal data of, third parties without their express consent.

9. The User may not place in their Profile contact details enabling contact outside the App, in particular a telephone number, an e-mail address or links to profiles on other services.

§ 7. Meetups

1. Every registered User may create a Meetup. When creating a Meetup, the Organiser provides a category selected from the list available in the App, a name, a place together with its position on the map and the start date and time, and optionally also a description.

2. The Organiser chooses whether the Meetup is a group Meetup or a 1:1 Meetup and may specify the permitted gender and age range of Participants. In a group Meetup they may additionally specify a Participant limit and the joining mode — automatic or subject to the Organiser's approval.

3. A 1:1 Meetup is intended for the Organiser and one other person. Several Users may ask to join at the same time; the Organiser's acceptance of one request automatically rejects the others, and the Meetup is no longer visible to other Users. A 1:1 Meetup has no Waitlist, no Polls and no requests to confirm attendance.

4. The Meetup's place is visible to other Users.

5. Joining a Meetup occurs automatically or after the Organiser's approval, depending on the mode selected. If the Participant limit of a group Meetup has been reached, a User may sign up to the Waitlist. The Organiser may also invite a selected User to the Meetup — accepting the invitation does not require the Organiser's approval, and the invitation expires when the Meetup ends.

6. When a place becomes available, the App notifies everyone on the Waitlist at the same time — the place is not reserved for any of them, and whoever confirms joining first takes it. This notification is not sent immediately before a Meetup starts.

7. Until the Meetup has ended, the Organiser may change its details, cancel it and remove a Participant from it, optionally giving a reason for the removal. The App notifies the Participants and the persons on the Waitlist of a change of time or place and of a cancellation, and notifies a removed Participant of their removal.

8. A Participant may withdraw from a Meetup at any time. Withdrawal frees the place, which the App reports to the Waitlist on the terms set out in paragraph 6.
9. The Organiser of a group Meetup may ask the Participants to confirm their attendance. A Participant answers in the App; not answering does not remove them from the Meetup.
10. The Organiser of a group Meetup may create Polls in it and may close or delete them at any moment. Polls and their results are visible only to the Organiser and the Participants of the Meetup, and the result is attributed — the first names of the people who chose each answer are shown. A Participant may change or withdraw their vote for as long as the Poll is open and the Meetup has neither ended nor been cancelled.
11. Meetups are kept in the App for the period set out in § 8 of the Privacy Policy and are then deleted automatically together with the associated Participants' conversation and Polls.
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§ 8. Presence and the Map

1. Indicating Presence is voluntary and requires the User to switch it on. The User may add a short message to it and switch on either of two modes, or both at once — they work independently of each other, and Presence stays visible for as long as either of them lasts:

- **for a fixed time** — Presence expires once the time chosen from those available in the App elapses and may be extended by another such period, counted from the moment of extension,

- **tied to use of the App** — Presence is renewed automatically for as long as the App stays open in the foreground, and expires shortly after the App is closed or sent to the background. This choice is remembered on the device, so Presence comes back each time the App is launched — until the User switches it off.

2. The User's position shown on the Map is always approximate, and the device's exact position is not stored. The rules for processing location data are set out in § 5 of the Privacy Policy.

3. Presence expires automatically as described in paragraph 1 and its record is deleted. The User may switch off either mode earlier at any time.

4. A logged-in User may wave at a person visible on the Map. A wave carries no content — it only lets that person know that the User is interested in getting in touch and lets them open the User's Profile.

§ 9. Chat

1. The Chat allows the exchange of text messages, photos and voice messages in a private conversation between two people and in a conversation among the Participants of a given Meetup.

2. Photos and voice messages are limited in size, and recordings also in length. Before sending a recording the User may play it back and decide not to send it.

3. Photos and recordings sent via the Chat remain available in the conversation for the period set out in § 8 of the Privacy Policy, after which they are permanently deleted; the message itself remains in the conversation together

with a note that the attachment is no longer available. That period is short because these are private items which there is no need to keep for longer than the conversation concerning them lasts. The exception is a conversation to which a report submitted under § 11 relates that has not yet been examined — its photos and recordings are kept until the report is examined.

4. A User may delete a private conversation from their list, mute notifications about new messages in a conversation and block the other person.

5. The conversation among a Meetup's Participants is available to persons whose participation has been confirmed and is deleted together with the Meetup.

6. In a private conversation the number of messages that can be sent before the other person replies for the first time is limited. That limit ends with their first reply.

7. The Provider does not monitor or read the content of private conversations in the ordinary course of its activity. The exception is the automated checking of photos referred to in § 11(4) — it takes place without human involvement, before the photo appears in the conversation. Apart from that, the Provider reads the content of a conversation only at the request of an authorised authority or in connection with a report submitted under § 11 — in the latter case to the extent of the conversation the report concerns (the conversation in which the reported message was sent, the conversation among the Participants of the reported Meetup, or the private conversation between the reporting person and the reported User), including the earlier messages needed to assess the context.

§ 10. Prohibited content and conduct

1. It is prohibited to post in the App or send via the Chat content that:

- is unlawful,
- is sexual or pornographic in nature,
- depicts minors in a sexual context in any way — such content is reported to the competent law enforcement authorities immediately and without prior notice, including under Article 18 of the Digital Services Act,
- incites violence, hatred or discrimination on grounds of race, origin, nationality, gender, sexual orientation, religion, age or disability,
- violates human dignity or the personal rights of others,
- infringes third parties' intellectual property rights,
- constitutes harassment, threats, insults or persistent contact despite the other party's lack of interest,
- is misleading as to identity, including creating a Profile using another person's image or data,
- constitutes spam, advertising, canvassing or a commercial proposal,
- concerns the sale or offering of goods and services, in particular services of a sexual nature,
- encourages breaches of the law or of these Terms,
- is inconsistent with the social and recreational nature of the App, in particular content depicting violence, weapons or drugs.

2. It is prohibited to use Meetups for purposes other than spending time together, in particular for recruitment, fundraising, political or religious campaigning and commercial activity.

3. The User bears full responsibility for the content they post in the App.
 4. The User must hold all rights to the content they post.
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§ 11. Reporting content, moderation and measures taken by the Provider

1. Any User may report a Profile, Meetup or message which they consider unlawful or in breach of these Terms. Reports are made directly in the App, indicating the reason, together with a description. Any person, including one without an Account, may report content to kontakt@poznaj.pl or through the contact form in the App.
2. A report should contain a sufficiently substantiated explanation of the reasons why the reporting person considers the content unlawful or in breach of these Terms, a clear indication of the reported content, the name and e-mail address of the reporting person — except for reports concerning the offences referred to in Articles 3 to 7 of Directive 2011/93/EU — and a statement confirming the reporting person's bona fide belief that the information contained in the report is accurate and complete. In a report submitted in the App, the App itself identifies the reported content and the reporting person, and the statement is made by ticking the relevant box. Reports containing this information are deemed to give rise to actual knowledge of the illegality of the content within the meaning of Article 16 of the Digital Services Act.
3. The Provider confirms receipt of the report, examines it without undue delay in a non-arbitrary, objective and diligent manner, and informs the reporting person of the decision taken, together with information on the available means of

redress. Every decision adverse to a User — removal of content, restriction, suspension or deletion of an Account — is taken by a human being, except for the refusal to accept a photo sent via the Chat referred to in paragraph 4.

4. The Provider uses automated checking of photos against the content prohibited by § 10(1). It takes place on the Provider's server, without disclosing the photo to third parties and without recognising the identity of the persons depicted, and its effect depends on what the photo concerns:

- **profile photos** (§ 6(6)) — the tool operates solely in the User's favour: it may publish, on its own, a photo whose publication the User has themselves requested, but it never rejects a photo nor takes any other measure against a User. A photo about which the tool raises concerns, as well as any photo that could not be checked automatically, is referred to a human being for assessment;
- **photos sent via the Chat** (§ 9) — the tool checks the photo before it appears in the conversation and may refuse to accept it on its own. The refusal concerns that single file only: the photo is neither published nor stored anywhere, the Account remains unaffected, no other measure and no record taken into account in later decisions is attached to it, and the User may send a different photo, write a text message or record a voice message. The User receives the statement of reasons for the refusal immediately, in the App, together with information that automated means were used and about the possibility of filing a complaint under § 15. If the check fails for technical reasons, the photo is not sent, the User is informed and may try again — a failed check is not a refusal to accept content.

5. Voice messages and text messages are not subject to automated checking. Action is taken in respect of them only following a report submitted under paragraph 1 or at the request of an authorised authority.

6. Where a breach is established, the Provider may, depending on its seriousness and recurrence:

- remove the reported content,
- restrict the use of the Account, in particular messaging other Users and creating and joining Meetups,
- suspend the Account until the suspension is lifted,
- delete the Account.

7. The Provider informs the User concerned of the measure taken, providing a statement of reasons covering the type of the measure, its scope, duration and territorial scope, the facts and circumstances on which it was based, the ground in these Terms and — where the measure concerns unlawful content — the legal ground, information on whether automated means were used in taking the decision, and information on the available means of redress. This obligation does not apply where providing such information is prohibited by law, in particular where it could obstruct proceedings conducted by an authorised authority.

8. A User who considers a decision to be wrong may file a complaint under § 15. The complaint is free of charge and the Provider handles it within 14 days. Using this route does not deprive the User of the right to pursue claims in court or of the rights referred to in § 15(5).

9. In the case of serious breaches, in particular those referred to in § 10(1), third and fourth indent, the Provider may delete the Account without prior warning.

10. Blocking another User is available in the App at any time and works both ways: Users who have blocked each other cease to see one another in the People directory and on the Map, cannot see each other's Profiles or the Meetups organised by the other person, and cannot message each other in a private conversation, wave at or invite each other. Blocking does not remove them from Meetups in which both take part or from the Participants' conversation of such a Meetup.

11. The Provider is a micro enterprise within the meaning of Commission Recommendation 2003/361/EC and therefore, under Article 19 of the Digital Services Act, Section 3 of Chapter III of that Regulation (Articles 20–28), with the exception of Article 24(3), does not apply to it, and under Article 15(2) neither does the transparency reporting obligation under Article 15(1). Accordingly, the Provider does not operate an internal complaint-handling system within the meaning of Article 20, does not take part in proceedings before out-of-court dispute settlement bodies certified under Article 21, does not apply the priority handling of notices from trusted flaggers referred to in Article 22, and does not publish transparency reports. This does not limit the User's rights referred to in paragraph 8 and in § 15.

12. The authority supervising the application of the Digital Services Act is the Digital Services Coordinator competent for the Provider's Member State of establishment and, in matters reserved to the European Commission, the European Commission.

§ 12. Meetup safety

1. The Provider does not verify Users' identities. The information contained in a Profile comes solely from the User themselves.
 2. The Provider recommends that, when meeting an unknown person for the first time, Users:
 - choose public and busy places,
 - tell someone close to them the place and time of the meeting,
 - arrange their own travel there and back,
 - do not give unknown persons address details, identity documents or financial data,
 - end the meeting if the situation causes concern.
 3. In the event of a threat to life or health, the emergency services should be contacted on 112.
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§ 13. Liability

1. The Provider makes the App available as a tool enabling Users to make contact. The Provider is not the organiser of, or a party to, Meetups and is not liable for how they proceed, for whether a Meetup takes place at all, or for the conduct of its participants.
2. The Provider is not liable for content posted by Users, subject to the obligations arising from the Digital Services Act and the Act on Providing Services by Electronic Means.
3. The Provider will make every effort to keep the App running continuously but does not guarantee the absence of technical interruptions. The Provider reserves

the right to switch the App off temporarily, in whole or in part, in order to improve, repair or maintain it.

4. The Provider is not liable for damage arising from:

- the User providing untrue data,
- the User sharing their password with third parties or failing to protect it with due care,
- the User's failure to comply with these Terms,
- force majeure, the acts of third parties for which the Provider is not responsible, or incompatibility of the App with a User's device that does not meet the requirements set out in § 3.

5. The Provider has no technical means of preventing another User from taking a screenshot or copying a photo, and is not liable for the further use of content by third parties outside the App. Uploading photos to the App carries this risk.

6. The above limitations do not exclude or limit the Provider's liability to the extent that this is not permitted under mandatory provisions of law, in particular consumer protection law and in respect of damage caused intentionally.

§ 14. Withdrawal from the agreement

1. A User who is a consumer may, under Article 27 of the Consumer Rights Act, withdraw from a distance agreement for the provision of Services within 14 days of its conclusion, without giving a reason and without incurring any costs.

2. A withdrawal statement may be made in any form, in particular by sending a message to kontakt@poznaj.pl from the e-mail address linked to the Account. The

User may use the model withdrawal form set out in Annex 2 to the Consumer Rights Act, but is not obliged to do so. Sending the statement before the deadline is sufficient to meet it.

3. Deleting the Account in the App within the period referred to in paragraph 1 is treated by the Provider as an effective withdrawal.

4. The Provider confirms receipt of the withdrawal statement to the User's e-mail address.

5. Withdrawal from the agreement for the Service for registered Users results in deletion of the Account. Withdrawal from the agreement for the Service for Guests results in the loss of the ability to use that Service.

6. As all Services are free of charge, withdrawal does not involve any financial settlement.

§ 15. Complaints and out-of-court dispute resolution

1. A User may submit complaints concerning the Services, in particular their non-performance or improper performance, to kontakt@poznaj.pl or through the contact form in the App.

2. A complaint should include data allowing the Account to be identified, in particular the e-mail address linked to it, if the Account has one, and a description of the event giving rise to it.

3. The Provider examines and responds to a complaint within 14 days of receipt. If the complaint lacks information necessary to examine it, the Provider may ask for it to be supplemented; this does not extend the time limit for responding.

4. A complaint will not be upheld to the extent that it concerns irregularities resulting solely from the User's errors or mistakes, from the malfunctioning of their device or network connection, or from the activities of third parties for which the Provider is not responsible.

5. A User who is a consumer may use out-of-court means of handling complaints and pursuing claims, in particular by:

- applying to the permanent consumer arbitration court operating at the Provincial Inspectorate of Trade Inspection for resolution of the dispute,
- applying to the Provincial Inspector of Trade Inspection to initiate out-of-court consumer dispute resolution proceedings,
- using the free assistance of a district or municipal consumer ombudsman or of a social organisation whose statutory tasks include consumer protection.

6. Information on access to consumer dispute resolution procedures is available at <https://uokik.gov.pl> in the section on consumer dispute resolution.

7. The Provider agrees to take part in out-of-court consumer dispute resolution proceedings.

8. Use of out-of-court means of handling complaints and pursuing claims is voluntary and requires the consent of both parties to the dispute.

§ 16. Termination and deletion of the Account

1. A User may delete their Account at any time and without giving a reason, either directly in the App's settings or by sending such a request to kontakt@poznaj.pl from the e-mail address linked to the Account.

2. Deletion of the Account is irreversible and terminates all agreements concluded with the User with immediate effect.

3. Deletion of the Account also deletes: the Profile, all of the User's profile photos, Meetups of which the User was the Organiser together with their Participants' conversations and Polls, their participation in other people's Meetups and the votes cast there, the Presence record, invitations, waves sent and received, blocks, notification settings and history, the list of signed-in devices, links to Identity providers, and reports concerning their Profile. Reports submitted by the User are kept for the period set out in § 8 of the Privacy Policy. The Participants of Meetups of which the User was the Organiser are notified of their cancellation.

4. Messages sent by the User in conversations remain visible to the other participants of those conversations, but are permanently detached from the Account and no longer identify its author; photos and recordings attached to them disappear within the period referred to in § 9(3). This is because a conversation is a record of an exchange between several people, and unilaterally deleting parts of it would deprive the other participants of access to their own correspondence.

5. The Provider may retain the User's data to the extent and for the period permitted by law where this is necessary to establish, pursue or defend claims or to perform a legal obligation. Details are set out in the Privacy Policy.

6. The Provider may terminate the agreement and delete the Account in the cases referred to in § 11(6) and (9) and in § 17(4).

§ 17. Changes to the Terms

1. The Provider reserves the right to amend these Terms for important reasons, in particular a change in the law, a change in the scope or manner of providing the Services, the addition of new App features or the need to remove ambiguities.

2. Users will be informed of any change to the Terms by a notice displayed in the App, which indicates the day the changes take effect. Subject to paragraph 3, the changes will not take effect sooner than 14 days after the notice is made available.

3. The changes may take effect within a shorter period than that referred to in paragraph 2, including on the day the notice is made available, if they:

- must be introduced within such a period under the law, a court ruling or a decision of a public authority,
- are necessary to counter an imminent threat to the safety of Users, in particular minors, or of the App, including fraud and abuse,
- neither limit Users' rights nor impose new obligations on them, in particular where they consist in adding a new App feature whose use is optional, or are purely editorial.

4. A User who does not accept the new wording of the Terms may, before the changes take effect, delete their Account or notify the Provider of their non-acceptance at kontakt@poznaj.pl — in which case the agreement terminates and the Account is deleted on the day the changes take effect. Regardless of the above, the User may delete their Account at any time in accordance with § 16(1), including after the changes referred to in paragraph 3 have taken effect.

5. Continuing to use the App after the changes take effect constitutes acceptance of the new wording of the Terms.

6. The changes do not apply to events that occurred before they took effect.

§ 18. Provisions concerning app stores

1. The agreement for the provision of Services is concluded solely between the User and the Provider. Neither Apple Inc. nor Google LLC is a party to that agreement.

2. The Provider, and not the App Store operator, is responsible for the App, its content, maintenance and support, and for handling any complaints and claims relating to the App, including product liability claims, claims of non-compliance with legal requirements and claims of infringement of third parties' intellectual property rights.

3. App Store operators give no warranty in respect of the App and provide no support relating to it.

4. The User is granted a non-exclusive, non-transferable licence to use the App on devices that they own or control, to the extent permitted by the usage rules of the relevant app store.

5. The User represents that they are not located in a country subject to a United States Government embargo and are not on any list of sanctioned parties, where the rules of the relevant app store so require.

6. Apple Inc. and its subsidiaries are third-party beneficiaries of these Terms in respect of the use of the App downloaded from the App Store and may enforce them against the User.

7. This section does not limit the rights of a User who is a consumer arising from mandatory provisions of law.

§ 19. Personal data protection

1. The Provider collects and processes Users' personal data in accordance with the GDPR and with the Privacy Policy.

§ 20. Final provisions

1. Agreements concluded under these Terms are governed by Polish law. The choice of Polish law does not deprive a User who is a consumer of the protection afforded by the mandatory provisions of the law of their country of habitual residence.

2. Disputes arising under these Terms which cannot be resolved amicably are settled by the court having jurisdiction under the Polish Act of 17 November 1964, the Code of Civil Procedure. Where the User is a consumer, jurisdiction is determined by consumer protection provisions.

3. If any provision of these Terms proves invalid or ineffective, the remaining provisions remain in force.

4. These Terms enter into force on 3 October 2026.

BitPerfect Sebastian Zabrzyski, address for correspondence: ul. Grunwaldzka 8A/15, 39-300 Mielec, Poland · kontakt@poznaj.pl