

## **TERMS OF USE OF THE AIRDANCE COMPUTER SYSTEM**

### Table of Contents:

1. General conditions for the provision of services to Consumers;
2. Definitions;
3. Application and general provisions;
4. Principles of operation and use of the application;
5. User registration;
6. Type and scope of electronic services;
7. Conditions for the provision and conclusion of contracts for electronic services provision;
8. Contractual relationship;
9. Payment;
10. Conditions for the termination of contracts for electronic services provision;
11. The right to withdraw from the contract;
12. Disclaimer, limitation of liability, release of liability;
13. The complaint procedure;
14. Rights on intangible property;
15. Privacy policy;
16. Intellectual property;
17. Rules for posting entries on the platform by the Consumer;
18. Newsletter;
19. Access and correction of stored personal data;
20. Governing Law and Jurisdiction;
21. Amicable settlement of disputes;
22. Final provisions.

## **1. General conditions for the provision of services to Consumers**

These Terms of Use (hereinafter referred to as: "Terms of Use") regulates the access or use by private persons of applications, websites, content, products and services (hereinafter referred to as "Services") provided by Be Ready Masters LLC (hereinafter: "the Company"), including the rules for the provision of Services offered in the Service, their scope and rules for using them. These terms apply to the relations between the Company and Consumers.

## **2. Definitions**

"Consumer" is a natural person who performs a legal transaction with an entrepreneur not directly related to his/her business or professional activity;

"Client" is a Service Recipient who intends to conclude or has concluded a Sales Agreement with the Service Provider;

"User" is any entity using the Service or Mobile Application;

"Assortment" is a range of products and services offered by individual Partners that may be ordered by the Consumer through the Service;

"Offer" is User's declaration of will to conclude an agreement with a Partner, specifying the essential provisions of this agreement;

"Business Day" is a day from Monday to Friday, excluding public holidays, according to the generally applicable law in the Republic of Poland;

"Account" is the User's individual administration panel available after registration and logging in to the Service or AIRDANCE Mobile Application, marked with a login and password, used to conclude sales contracts and individual purchases made by the User on the Website;

"Registration" is the process of creating an Account by the User in the Service or in the Mobile Application;

"Newsletter" is an electronic service that allows the Client to subscribe to and receive free information from the Service Provider regarding the Services available to the e-mail address provided by the Client;

"Partner" is an entity conducting activities related to the Services available in the AIRDANCE Service, in accordance with the Partner's sales regulations;

"Mobile Application" is a software for the Service Provider's mobile device that can be downloaded from the Play Store (Google Play) or the Apple App Store operating under the name "AIRDANCE";

"Service" is the Service Provider's website operating at <http://airdance.live/> and the Mobile Application;

"Portable Device" is a smartphone or tablet;

"Agreement" is an agreement for the provision of services concluded between the Client and the Seller via the Service;

"Service Recipient" is a natural person, legal person or an organizational unit without legal personality, which the law grants legal capacity of using the Electronic Service;

"Service Provider", "Seller" - AIRDANCE;

"Electronic Service" is a service provided electronically by the Service Provider to the Service Recipient via the Service, consisting in the possibility of purchasing services available in the Service Assortment and the possibility of creating a User account.

"Order" is the Client's declaration of intent constituting the Offer to conclude the Sales Agreement.

### **3. Application and general provisions**

1. The owner, operator and administrator of the Service is BE READY MASTERS LLC; address of business activity and address for correspondence: 11 FAIRWAY LAKES DR #E12, 19904 Dover, Kent, Delaware; e-mail address: [contact@airdance.live](mailto:contact@airdance.live), tel. +1 (917) 2919870.

2. These Terms of Use apply only to the Services provided by the Company. The Company informs that the use of the Service by Clients is a service provided electronically, within the meaning of the Act of 18 July, 2002 on the provision of electronic services (Journal of Laws of 2002, No. 144, item 1204, amended) (hereinafter referred to as "u.ś.u.e"), on the basis of these Terms of Use within the meaning of Art. 8 u.ś.u.e. The Company is not responsible for the proper performance of the Sales Agreement, as it is not a party to it.

3. Services provided by the Company to Clients, within the scope of these Terms of Use, are payable.

4. The Company makes these Terms available to Clients free of charge via the Service in the ICT system, as well as in a way enabling its download, reproduction, saving and printing.
5. The Service available at <http://airdance.live/> is run by the Company.
6. The Terms of Use are drawn up in English and constitute a standard contractual form of a distance contract, in accordance with generally applicable provisions of Polish law.
7. The content of the Terms of Use, in the event of a separate decision of the Client, constitutes the content of the Agreement concluded between the Parties. The content of the Agreement is recorded, in accordance with applicable regulations, and made available to the Client on a durable medium, in order to guarantee the Client the possibility of referring to it if necessary.
8. The sale is conducted on the territory of the Republic of Poland.
9. The Client can read the code of good practice for entrepreneurs. The code of good practice is contained in the Act of 23 August, 2007 on counteracting unfair market practices. The current wording of the Act is available at <http://isap.sejm.gov.pl/>.
10. The data set has been registered with GIODO, information about which can be found at: <https://egiodo.giodo.gov.pl>.
11. Each Service Recipient, upon taking steps to use the Electronic Services of the Service, is obliged to comply with the provisions of these Terms of Use.
12. The condition for the implementation of the Order placed by the Client in the Service is to read the Terms of Use and accept its provisions at the time of placing the Order.
13. The Service Provider reserves and the Client accepts that the regulations of the Service Partners may impose on Clients additional obligations not listed in these Terms of Use. In case of a purchase on the Partner's website, the terms and conditions of the Partner's website apply.
14. The AIRDANCE Service acts as an intermediary in the sale of Services via the Internet in whole world

15. The sale of Services takes place:

- a) directly in the Service <https://airdance.live/>,
- b) via the AIRDANCE mobile application
- c) on the Partner's website, after being redirected from the Service.

The services and information about them are made available on <https://airdance.live/>

- a) directly by the Service,
- b) directly via the AIRDANCE mobile application,
- c) by the Service Partners.

16. The termination of the sale of the Services in the Service takes place as agreed with the Partner. If the sale of the Services is terminated at an earlier date, it is clearly specified in the Service.

17. The services offered via the Service are free from physical and legal defects and have been legally introduced to the global market.

18. In matters not covered by the Terms of Use, the relevant provisions of generally applicable law shall apply, in particular the provisions of:

- a) The Act on the provision of electronic services of July 18, 2002 (Journal of Laws No. 144, item 1204 as amended),
- b) The Act on consumer rights of 30 May, 2014 (Journal of Laws of 2014, item 827),
- c) The Civil Code Act of April 23, 1964 (Journal of Laws No. 16, item 93, as amended) and other relevant provisions of Polish law.

#### **4. Principles of operation and use of the application**

1. The Mobile Application is available for all Mobile Devices that meet the technical requirements indicated below and for which the Client will download the Mobile Application from the Play Store (Google Play) or the Apple App Store and launch it properly.

2. The use of the Mobile Application requires a Portable Device with an installed

operating system:

a) for the version of the Mobile Application downloaded from the Play Store (Google Play) - Android version 5.0 (Lollipop) or newer,

b) for the version of the Mobile Application downloaded from the Apple App Store - iOS version 9.0 or newer

with enabled GPS location and enabled Wi-Fi and Bluetooth communication modules.

3. Downloading and installing the Mobile Application from sources other than those indicated in these Regulations is a violation of the Terms of Use. The above provision does not apply to Client's Portable Devices on which the Mobile Application was pre-installed at the factory, and the Seller consented to it;

4. The Mobile Application requires Internet connection and data transfer to work properly. The costs of connecting the Mobile Device to the Internet are borne by the Client, in accordance with the content of the contract with the telecommunications operator.

5. The use of all functions of the Mobile Application is possible after providing the e-mail address and after the Registration.

6. The principle of operation of the Mobile Application is to provide Customers with access to live broadcasts and access to the archive via the Mobile Application and the [airdance.live](http://airdance.live) website.

7. The Company is obliged to comply with the prohibition on providing illegal content, referred to in Art. 8 sec. 3 point 2 b) of u.š.d.e., in particular content calling for racial, ethnic, religious hatred, containing pornographic content, praising fascism, nazism, communism, promoting violence, questioning historical facts, offending religious feelings, violating the rights of other people, etc. The company is entitled to remove messages with the above content. The Client may report the delivery of messages with the above content to the following address: [contact@airdance.live](mailto:contact@airdance.live).

8. The Company is not responsible for failure to deliver the Offer in the event of disruptions in the Mobile Application caused by force majeure, equipment failures of Clients or Partners, power outages, interruptions to the Internet network, unauthorised interference of Partners or third parties, incorrect operation of telecommunication systems, software installed on Portable Device by Clients.

## 5. User Registration

1. Registration in the Service is voluntary and free of charge.
2. During the first launch of the Mobile Application, the Client is obliged to undergo the registration process in the Mobile Application, consisting in setting up a User Account.
3. In order to register, it is required to fill in the registration form and provide the following data by the Client:
  - a. name,
  - b. surname,
  - c. e-mail address,
  - d. telephone number,
  - e. password,
  - f. repeated password,
  - g. indication of at least one payment method

and confirmation by the Client that he has read the Terms of Use and accepts its content.

4. A message with an activation link confirming the completion of the Registration process will be sent to the e-mail address provided by the Client during the Registration. The Client is obliged to click on the activation link or copy it to the address bar of his/her web browser, and then confirm with the "Enter" button. Then in the web browser a confirmation of completing the Registration process will be displayed, and the Client will be able to log in to the Application, and a User Account will be created.

5. By creating an Account, the User agrees to receive informative text messages (SMS) sent by the Service as part of the normal business activities related to the use of the Services. The User may at any time withdraw consent to receive text messages (SMS) from the Service Provider by sending an e-mail to [contact@airdance.live](mailto:contact@airdance.live), indicating that he/she no longer wish to receive such messages, also providing the telephone number of the mobile device, to which

messages were sent. A User acknowledges that withdrawing consent to receive text messages (SMS) may affect his/her use of the Services.

6. Optionally, when registering, a User can agree to receive the Newsletter informing the Client about promotions and new products in the Service sent to the e-mail address provided during the Registration.

7. Launching and logging in to the Mobile Application (or having the Mobile Application running in the background) is necessary for the functionality of the Mobile Application.

8. The User has the right to edit his/her data provided during the Registration and change the password set during the Registration. Data editing and password change are possible via the Mobile Application.

9. During the Registration, as well as in connection with the use of the Service, the User is obliged to:

- a. provide truthful, accurate, up-to-date and not misleading data,
- b. update the data provided during the Registration in the event of their later change; data is updated as part of the Mobile Application settings,
- c. keep the password for logging in to the Mobile Application secret and not disclose it to third parties.

10. The Service Provider may extend the registration form with additional fields, the completion of which by the User is voluntary (optional data) and has no effect on the successful completion of the Registration process.

11. The User is solely responsible for inconsistency of data he/she provided, as well as for his/her disclosure to third parties of the password for logging in to the Mobile Application.

12. The Service Provider informs that it does not verify the identity of Users in any way during their Registration. In case of justified doubts as to the truthfulness of the data provided by the User during the Registration, the Service Provider reserves the right to limit the User's ability to use the Mobile Application until the User confirms that he/she has provided true data. The Service Provider will indicate to the User the method of confirming the data by means of a message sent to the e-mail address provided by the User during the Registration.



## **6. Type and scope of Electronic Services**

1. The Service Provider enables the use of Electronic Services via the Service, such as:

- a. concluding contracts for the provision of Services,
- b. setting up and running an Account in the Service,
- c. using the Newsletter.

2. The Service Provider presents all the data of the Partners in a manner that clearly indicates to the Client his/her rights and obligations in the event of the acceptance of the Assortment by the User and the submission of an Offer by him/her.

3. The provision of Services to the Clients in the Service takes place under the conditions specified in the Terms of Use.

4. The Service Provider has the right to post advertising content in the Service. This content is an integral part of the Service and the materials presented therein.

## **7. Conditions for the provision and conclusion of contracts for electronic services provision**

1. The provision of Electronic Services is payable.

2. The contract for the provision of Electronic Services consisting in maintaining an Account in the Service and the provision of the Newsletter service is concluded for an indefinite period with the possibility of the Client's resignation from the Services.

3. The contract for the provision of Electronic Services consisting in enabling the submission of an Order through the appropriate form is concluded for a definite period of time and is terminated when the Order is placed or when the Client ceases placing the Order.

4. The Service Recipient is obliged to use the Service in a manner consistent with the law and morality with respect for personal rights and intellectual property rights of third parties. The Service Recipient is prohibited from providing illegal content. It is forbidden to use Electronic Services in a way that unlawfully interferes with the functioning of the Service by using specific software or devices and sending or posting unsolicited commercial information on the Website.

5. Termination of the contract for the provision of Electronic Services concluded for an indefinite period by the Service Provider or the Service Recipient shall not infringe the rights or benefits acquired by the Parties during the contract term.

6. Provision of Electronic Services specified in Chapter 6 point 1a) of the Terms of Use by Service Provider is payable, and all commissions and fees are included in the price of the Service. The Service reserves the right to introduce payment for individual categories of Services, about which the Service Recipient will be informed each time in the process of placing the Order.

7. Provision of Electronic Services specified in Chapter 6 point 1b) of the Terms of Use by the Service Provider is payable.

8. The period for which the contract is concluded:

a. the contract for the provision of Electronic Services consisting in enabling the submission of an Order in the Website is concluded for a definite period of time and is terminated when the Order is placed or the Client ceases to submit it,

b. the contract for the provision of Electronic Services consisting in maintaining a User Account in the Service is concluded for an indefinite period,

c. the contract for the provision of Electronic Services consisting in the use of the Newsletter is concluded for an indefinite period.

9. The Service Recipient is obliged to use the Service in a manner consistent with the law and morality with respect for personal rights and intellectual property rights of third parties.

## **8. Contractual relationship**

1. The information in the Service does not constitute an Offer within the meaning of the law, but only an invitation to submit Offers by Users. By placing an Order, the Client submits an Offer to conclude a Sales Agreement for a specific Service under the conditions specified in its description.

2. Lack of acceptance of these Terms of Use means the inability to access and use the Services.

3. The Company reserves the right to amend these Terms of Use. The changes come into force when the Company publishes the updated Terms of Use or updated policies or additional provisions. The User makes a declaration of will regarding the

new wording of the Terms of Use immediately after logging into the User Account. The lack of rejection of the new wording of the Terms of Use and the lack of removal by the User of the User Account will be considered as acceptance of the new Terms of Use.

4. Certain Services may be subject to additional terms, such as terms and conditions for specific events, Services, activities or promotions, and such additional terms will be communicated in connection with the applicable Services. Additional provisions are in addition to and will form part of the Terms for the purposes of the applicable Services. In the event of a conflict with respect to the Services in question, additional provisions shall prevail over these Terms of Use.

5. The services price shown in the Service is given in USD and includes all components, including VAT, commissions and fees, including for the benefit of Partners.

6. The total value of the Order and the final price of the Order can be found in the Summary in the "to be paid" field and is visible before the final approval of the transaction.

7. The services price shown in the Service is binding at the time the Client places the Order. This price will not change regardless of price changes in the Service, which may occur for individual Products after the Client places an Order.

8. Orders can be placed directly via the Mobile Application and the website [www.airdance.live](http://www.airdance.live) via the Order Form - 24 hours a day throughout the year.

9. The process of purchasing the Services consists of the following stages:

- a. selecting the Service from the subscription option available on the website or in the Mobile Application,
- b. selecting the price variant of the Service, if it is made available,
- c. additions to the Customer's data: name, surname, telephone number, e-mail address and other fields displayed in the form of fields with the requirement to complete the content, if required by the Service Provider or Partner,
- d. choosing the method of payment for subscription : debit and credit card, PayPal or DanceCoin
- e. accepting these Terms of Use and consent to the processing of personal data

related to the implementation of the Order,

f. making online payment,

g. confirmation of the purchase in the form of permanent information sent to the e-mail address provided by the Client during the purchase.

10. The order is created upon clicking the "Buy and pay" button.

11. The Customer is obliged to verify the correctness of the provided personal and contact details and the compliance of the information with the data contained in the Order submitted by the Customer.

12. To conclude a Sales Agreement, it is necessary for the Customer to submit an Order in advance using the methods made available by the Seller.

13. After placing the Order, the Seller immediately confirms its receipt while accepting the Order, which binds the Customer with his Order.

14. Upon receipt by the Customer of the e-mail referred to in item 16, an Agreement for the provision of Services is concluded between the Customer and the Seller.

15. The issuance of a VAT invoice for purchased Services takes place at the Customer's request, only if the "VAT invoice" option was made available in the purchase process.

16. The invoice will be issued in electronic form and delivered by e-mail to the address indicated by the Customer during the purchase, on the terms and within the terms of the VAT Act, if the Customer agrees to receive an electronic invoice using the following statement:

*"1. Acting on the basis of the Regulation of the Minister of Finance of 17 December 2010 on sending invoices in electronic form, the rules for their storage and the procedure for making them available to the tax authority or the tax inspection authority (Journal of Laws 2010 No. 249 item 1661), I consent to sending invoices, duplicates of these invoices and their corrections, in electronic form by the Partner [...] In the event of a change of the e-mail address, I undertake to notify the Partner of the new address in writing under pain of nullity.*

*2. I undertake to accept the invoices referred to in point 1 of this declaration in paper form, if technical or formal obstacles prevent sending invoices by electronic means.*

*3. I declare that I am aware that this declaration may be withdrawn, as a result of which the invoice issuer loses the right to issue and send invoices to the recipient by electronic means, starting from the day following the receipt of the notification of withdrawal of acceptance”.*

17. The Company is not responsible for the invoices issued and their correctness if the issuer is the Partner.

## **9. Payment**

1. All Fees are due immediately, and the Service Provider will enable the payment to be made using the preferred payment method indicated in the User's Account, and then will send the User an e-mail confirmation of the payment. If the main payment method indicated by the User in the Account expires, turns out to be invalid or cannot be used for other reasons, the User authorizes the Service Provider to use an alternative payment method indicated in the User Account.

2. The Company may make promotional offers or discounts available to Users, which may result in differences in the amounts charged for the same or similar Services, and the User agrees that such promotional offers and discounts do not have any impact on the use of the Services or the fees charged.

3. This payment structure shall ensure full remuneration of the Service Provider for the services rendered or goods delivered. After using the Service or receiving the goods obtained as part of the Service, the User will be able to evaluate his impressions and leave additional feedback on the Website.

## **10. Conditions for the termination of contracts for the provision of electronic services**

1. Users may stop using the Mobile Application and the Website at any time, in particular if they do not accept the changes introduced to the Terms of Use, Privacy Policy or Mobile Application updates. The cessation of using the Mobile Application requires its removal from the Mobile Device.

2. The Service Recipient may also terminate the unlimited service of the provision of Electronic Services of a continuous nature with immediate effect at any time and without giving reasons by sending an appropriate statement via e-mail to the following address: [contact@airdance.live](mailto:contact@airdance.live).

3. The Service Provider may terminate the contract for the provision of electronic services of a continuous and indefinite nature if the Service Recipient commits

activities prohibited by law, violates the principles of social coexistence or prejudicial to the Service Provider's or Partner's legitimate interest, or violates the Terms of Use, in particular when providing content of unlawful nature after unsuccessful prior summons to stop the infringements with an appropriate deadline. In such a case, the contract expires with immediate effect from the moment of submitting the declaration of will to terminate it (notice period).

4. The Service Provider and the Service Recipient may terminate the contract for the provision of Electronic Services at any time by the agreement of the parties.

## **11. The right to withdraw from the contract**

1. Pursuant to the provisions of Art. 38 item 12 of the Act of 30 May 2014 on consumer rights (Journal of Laws 2017.0.683), the Consumer is not entitled to withdraw from a contract concluded outside the business premises or at a distance in relation to contracts for the provision of services related to leisure, entertainment and sports events or cultural, if the contract specifies the day or period of service provision.

2. In other cases than those indicated in Chapter 11, item 1, withdrawal from the contract is possible without giving any reason before its actual implementation by canceling the Order in the Mobile Application or on the Website.

3. The Company is entitled to withdraw from the contract with the Consumer in the event of:

the force majeure, making impossible the performance of the Agreement,

the provision of incorrect or unattainable data by the Consumer that makes impossible the execution of the Order.

4. The services purchased in the Service are not refundable or exchangeable, except in the case of cancellation of the Service or change of its essential terms by Partners.

5. In the event of cancellation or change of essential conditions, the Customer is informed about this fact by the Partner. The Service reserves the right to inform customers who have purchased services about the changes, but has no obligation to do so. Such information may be sent by the Service via e-mail to the address provided by the Customer during the purchase process.

6. If the Customer has ordered an invoice for the purchase of the services, the funds

may be reimbursed only after prior receipt of an invoice correction and return of the signed document to the Service or the Partner.

## **12. Disclaimer, Limitation of Liability, Release of Liability**

1. The Services are offered as they are, subject to availability. The Company excludes all declarations and warranties made directly, implied or resulting from statutory provisions, if not expressly mentioned in these Terms of Use, including implied warranties of merchantability, fitness for a particular purpose and non-infringement of any rights. In addition, the Company makes no declaration, warranty or guarantee with regard to the reliability, punctuality, quality, correctness or availability of the Services or any services, as well as uninterrupted access to the Services or the absence of errors in the Services. The Company does not guarantee the quality, suitability, safety or skills of the Partners. The risk for the above rests with the Partners. The User agrees that he/she bears all risks arising from his/her use of the Services to the maximum extent permitted by applicable law.

2. The company shall not be liable for indirect, accidental, special, exemplary, punitive or consequential damages and compensations, including lost profits, data loss, health detriment or property damage related to, in connection with or otherwise resulting from any use of the services, even if the Company has been informed of the possibility of such damages. The company will not be liable for any damages, liability or losses arising from:

the User's use of the Services or his/her reliance on the Services, or his/her inability to access or use the Services,

any transactions or relations between the User and any Partner, even if the Company has been informed about the possibility of suffering such damages.

3. The Company shall not be liable for any delay or non-performance for reasons beyond the reasonable scope of the Company's control. In no event will the Company's total liability to the User in relation to the services and for any loss, damage or cause of action exceed EUR 500 (five hundred euros).

4. The Company shall not be liable to the User in connection with any transport, logistic or delivery services provided by the Partners, except for the scope expressly specified in these Regulations.

5. The limitations and exclusion of liability set out in these Regulations are not intended to limit liability or change the rights of the User as a Consumer, which cannot be excluded in accordance with the provisions of applicable law.

6. The user undertakes to indemnify the Company and members of its bodies, members of the management board, employees and representatives from any claims, demands, losses, liabilities and expenses (including legal service costs) arising from or in connection with:

- a. the use of the Services by the User,
- b. the breach by the User of any of the provisions of these Terms of Use,
- c. the use by the Company of the User's content provided by the User,
- d. the violation by the User of the rights of any third party, including Partners.

### **13. The complaint procedure**

1. Complaints related to the provision of Electronic Services via the Service may be submitted by the Service Recipient via the Mobile Application, website or e-mail to the following address: [contact@airdance.live](mailto:contact@airdance.live).

2. In the complaint, please provide as much information and circumstances as possible regarding the subject of the complaint, in particular the type and date of irregularities and contact details.

3. Consideration of the complaint by the Service Provider takes place immediately, not later than within 30 days.

4. The Service Provider's response to the complaint is sent to the Customer's e-mail address provided in the complaint or in a different manner provided by the Customer.

### **14. Rights on intangible property**

1. The content provided as part of access to the Mobile Application, the trademarks, company names, logos, photos, multimedia and any other works contained therein within the meaning of the provisions of the Act of February 4, 1994 on Copyright and Related Rights are protected by the provisions of generally applicable law.

2. The use of the Mobile Application does not constitute the acquisition of any intangible property rights to the works contained in the Mobile Application. In particular, it is forbidden to copy, distribute, use or modify any components of the Mobile Application without the prior written consent of the Service Provider.

3. Each person who agrees to participate in live recordings expressly authorizes



AIRDANCE to have all copyrights for the registered recordings, as well as to dispose of an image of such a person in terms of activities run for the benefit of AIRDANCE.

4. Remuneration paid for the recordings, interviews, photo sessions and other materials related to the promotion of the AIRDANCE brand and promotion of a given person as a teacher, fully covers all the expectations of such a person in relation to the rights of AIRDANCE to share, store and disseminate these recordings on media that are necessary for promotion and operation of the AIRDANCE brand.

5. Within the framework of cooperation, a teacher promotes himself/herself, his/her lessons in the Service and the AIRDANCE brand in general on his social media profiles: 1) at least 1 post a week; 2) a minimum of 1 story before each lesson with the tags @air\_dance\_ and @airdanceacademyglobal; 3) a minimum of 1 live Q&A per month on Facebook or Instagram

## **15. Privacy policy**

1. The administrator of the personal data of the Mobile Application Users is BE READY MASTERS LLC, 11 Fairway Lakes DR E12,19904 Dover, Kent, Delaware.

2. The rules governing the collection and use of personal data by the Service Provider in connection with the Services are set out in the Privacy Policy, available at [www.airdance.live](http://www.airdance.live).

3. The Service Provider provides all registered Users with the rights under the Act of August 29, 1997 on the protection of personal data, in particular the right to access their own personal data, the right to request updating and deletion of personal data and the right to raise objections in the cases specified in the provisions of this law.

4. Personal data is collected in order to enable Users to use the Mobile Application. Users' personal data may also be used to verify whether the registering person meets the conditions required by the Terms of Use and legal provisions.

5. The Service Provider may provide the claim handling entity or the insurer with all necessary information (including the Consumer's contact details) in the event of a complaint, dispute or conflict, which may include an accident involving Partners, and such information or data will be necessary to resolve a claim or resolve a dispute or conflict.

6. Providing personal data is voluntary, but necessary for the proper use of the Mobile Application.

## **16. Intellectual property**

1. The services and all related rights are and will remain the property of the Company or the property of the Partners. These Terms of Use, as well as the User's use of the Services, do not grant the user any rights:

- a. to the Services or rights related to them,
- b. to use or refer in any way to the names, logos, names of products and services, trademarks, service marks of the Company or Partners.
- c. The User declares and warrants that the User's content, uploading, publishing or sharing of User's content, nor the use of User's content by the Company, allowed under these Terms of Use, will not constitute a violation or misappropriation of any third party's intellectual property or proprietary right, or the right to protect the image or privacy, and will not violate any applicable law.

2. The User is not entitled to use the Mobile Application for commercial purposes. The User is not entitled to any use of the Mobile Application that is broader than directly resulting from these Terms of Use. In particular, the User is not entitled to request the provision of installation versions or source codes of the software constituting the basis for the functioning of the Mobile Application, or any dissemination of graphic or text elements constituting it.

3. The User has no right to decompile, disassemble or any similar actions (reverse engineering) in relation to the Mobile Application made available to him, or to perform any other activities related to unauthorized access to the contents of databases or attaching other software using the contents of databases.

## **17. Rules for posting entries on the platform by the Consumer**

1. The Company enables Consumers to evaluate the performance of Agreements by individual Partners, in particular by awarding them with stars or entering reviews.

2. In the event of withdrawal from the Agreement, the ratings issued by Consumers will not be published.

3. The Company is authorized, but not obliged to disclose the ratings referred to in the above paragraphs to all users of the Service. Ratings are disclosed within 7 days. The company has the option of removing issued ratings.

4. The consumer is responsible for the ratings posted by him/her on the Service.

## **18. Newsletter**

By placing an Order or registering on the Service, the Consumer may consent to receive information about promotions, new products, special offers and discount coupons in the form of a Newsletter. The consumer may withdraw his consent at any time by contacting the Customer Service Department at [contact@airdance.live](mailto:contact@airdance.live).

## **19. View and correct stored personal data**

The Company processes and stores the consumer's personal data. The storage and processing of personal data, including the possibility of correcting, changing or deleting it, is regulated in detail in the Privacy Policy.

## **20. Governing Law and Jurisdiction**

1. To perform the Services provided by the Company to Consumers, generally applicable provisions of Polish law shall apply, in particular the provisions of the Civil Code and the Act of 30 May 2014 on consumer rights (Journal of Laws 2017, item 683),
2. Any disputes between the Company and the Consumer relating to the provision of the Services by the Company will be examined by the District Court for Warszawa-Śródmieście in Warsaw.

## **21. Amicable Dispute Resolution**

1. The Company and the Consumer undertake to resolve any possible disputes by mutual negotiations, and in the event of failure to reach an agreement within 60 days from the commencement of negotiations, these disputes shall be submitted to the District Court for Warszawa-Śródmieście in Warsaw. The right to pursue claims arising from the contract in court proceedings is granted to the Consumer after the complaint procedure has been exhausted.
2. The European Commission operates a platform for online dispute resolution. This platform is available at: <http://ec.europa.eu/odr>. The Company reserves that the use of other alternative dispute resolution mechanisms requires the consent of the Company.

## **22. Final provisions**

1. The Terms of Use are available via the Mobile Application and on the website at [www.airdance.live](http://www.airdance.live).

2.If any of the provisions of these Terms of Use is found to be illegal, invalid or unenforceable in whole or in part, under any provisions of law, such provision or part thereof will be deemed not to constitute part of these Terms of Use in this respect, but it remains without prejudice to the lawfulness, validity and enforceability of the remaining provisions of these Terms of Use. In such event, the Parties will replace the unlawful, invalid or unenforceable provision or part thereof with a provision or part of a provision that is lawful, valid and enforceable and which, to the maximum extent possible, will have a similar effect to an illegal, invalid or unenforceable provision or part of a provision, taking into account the content and purpose of these Terms of Use. These Terms of Use constitute the entire contract and the agreement concluded between the parties with regard to its subject matter and supersede and prevail over all previous or concurrent contracts or agreements relating to its subject.

3. The User has no right to transfer the rights or obligations under these Terms of Use in whole or in part without the prior written consent of the Company. The User grants the Company consent to transfer the rights and obligations under these Regulations, in whole or in part, to:

- a. an associate or subsidiary,
- b. an entity taking over the shares of the Company, its enterprise or property,
- c. successor through merger.

4. As a result of the contract concluded between the Company and the User, as well as as a result of the use of the Services between the User, the Company, or any Partner, no joint venture, partnership, employment or representation relationship is created.

5. These Regulations shall apply from 1.01.2020