

I. General information about the Website www.dromnibus.com

1. The Website is owned by DrOmnibus Sp. z o.o., located in Kraków (31-124), ul. Dolnych Młynów 3/1, entered in the Register of Entrepreneurs of the National Court Register by the District Court in Kraków – Śródmieście in Kraków, XI Commercial Division of the National Court Register under KRS number: 0000472501, NIP (TIN): 6762466869, REGON: 122919579, with share capital in the amount of PLN 195,550.00, hereinafter referred to as the Company.

2. These Terms of Service have been drafted in accordance with the local law appropriate for the location of the Website. The User of the Website declares that the use of the Website and Services offered by the Website is legally permitted in the country from which the User uses the Website and the Services offered by the Website, and takes full responsibility for the use of the Website. If the use of the Website is prohibited in the country from which the User uses the Website, acceptance of the provisions of the Terms of Service will be forfeited and the User is prohibited from using the Website. The Website does not declare that using the Website is legally allowed outside the borders of the Website. Any Users who use the Website from outside Poland do so at their own responsibility, and are responsible for complying with the legal regulations in force in the country from which they use the Website.

3. These Terms of Service constitute Terms of Service as defined by Article 8 of the Act of 18 July 2002 on the Provision of Electronic Services (Polish Journal of Laws 2002/1244.1204, as amended).

II. Definitions of the Terms of Service of the Website

1. Website – a platform for supporting therapy for children with developmental and/or behavioral disorders that offers Services (paid system Packages that can be ordered using the form available at www.dromnibus.com) and additional services; the platform also has an informative and educational function (a blog that allows for posting comments) and is owned by DrOmnibus Sp. z o.o., located in Kraków (31-124), ul. Dolnych Młynów 3/1, Poland.
2. User – a user who has read, understood and accepted the Terms of Service of the Website, created an Account on the Website or registered in order to use the Services (including additional services).
3. User Account – an account created when the User acquires the Service, which allows the User to use the Services offered on the Website (games, player's progress tracking system, organizer, note-taking, and other functions of the Account).
4. Sub-account – a separate account linked to the main User Account as part of the purchased Package (sub-account with access to the system or a sub-account with access to games).
5. Services – Packages described in Paragraph 5.1 of these Terms of Service offered and provided to the User by the Website, along with additional services (other services offered and provided to the User by the Website, e.g., the newsletter or the ability to add comments) and services related to the operation of the Website.
6. Electronic service provision - performance of a service provided without the simultaneous presence of the parties (performance by distance) by transmitting data at the individual request of the service recipient, sent and received through electronic processing devices, including digital compression, and data storage, which is sent, received or transmitted in its entirety via a telecommunications network, as defined by the Act of 16 July 2004 – Telecommunications Law.
7. Comments – any comments and links posted on the Website by the User, regardless of their form and manner of posting, which should comply with the provisions of these Terms of Service and the generally applicable law in the Republic of Poland.
8. Trial Period – a period of 10 consecutive calendar days, counted from the date of receipt of registration confirmation from the Service Provider and the selection of the appropriate

version of the Package, during which a newly-registered User can use the Service without paying a fee for the selected Package.

9. Package – depending on the User's choice, the scope of the Service to be provided. Individual Packages differ in price and the number of Sub-accounts.
10. Registration – a completion by the User of the registration form by providing the required fields and sending it to the Website.
11. Terms of Service – the content of this document along with any later changes.

III. Type and scope of services

1. The Website is available to Users at www.dromnibus.com.

2. Technical requirements on the part of the User: a) Chrome browser 50 (or later), Firefox 46 (or later), Safari 9 (or later), Edge 38 (or later) b) e-mail address, c) Internet connection, d) mobile tablet device android 5.0 or later or iOS 9 or later.

3. Contract for the provision of electronic services.

3.1. Registration on the Website constitutes the conclusion of a contract for the provision of electronic services. Registration is voluntary. After the Registration, an activation link will be sent to the e-mail address provided by the User. Clicking on the activation link concludes the Registration.

3.2.

a) Before the Registration, the User should confirm having read the content of these Terms of Service and agree for the processing of personal data. By agreeing to the processing of personal data, the User knowingly transmits their data to the Website Owner, who is obliged to protect and use it in order to make the Website available to the User. Due to changes in EU regulations and entry into force of RODO, the Website Owner declares that every User has the right to inspect his or her data and request its modification and deletion. If the User makes the data of other persons available on the Website, the User should have their explicit consent for it. The Website Owner is not responsible for data entered into the Website by unauthorized persons or data obtained without the consent of the person to whom they refer. The Website Owner has appointed a Data Protection Officer in the person of Barbara Błach-Bujak, who, in case of doubt, will reply within 30 days to questions regarding data protection. Contact: barbara@dromnibus.com

b) The User may agree to receive newsletters.

3.3. Conclusion of a contract for the provision of electronic services is tantamount to declaring the following:

a) I use the Services completely voluntarily;

b) I agree to conclude an electronic contract;

c) I meet the conditions required for becoming a User, provided in the Terms of Service;

d) the data I provided in the registration form is true and do not infringe upon the rights of third parties.

3.4. The contract is concluded for an indefinite period, and the User may terminate the contract for the provision of services by electronic means at any time.

3.5. Termination of the contract by any of the parties, including its termination by mutual consent, is tantamount to blocking the User's access to the User's Account and the deletion of the account.

3.6. The Website may terminate the contract for the provision of services by electronic means if:

- a) the purpose of the Registration or the manner of using the Services is obviously inconsistent with the rules and purpose of the Website;
- b) User's activity contradicts applicable moral norms or promotes violence or crime, or it violates the rights of third parties;
- c) the User has received an official notification of the unlawful nature of the provided data or the related activity;
- d) the Administrator has received a reliable message about the unlawful nature of the provided data or the related activity and had previously notified the User about the intention to prevent access to the User's Account;
- e) the User sends unwanted marketing information;
- f) User violates the provisions of these Terms of Service in an offensive or persistent manner;
- g) the contact data provided by the User raise objectively justified doubts as to their correctness or truthfulness and could not be removed by telephone or via e-mail.

3.7. The "objectively justified doubts" referred to in 3.6 g) should be understood, in particular, as the name of a non-existent city or a non-existent street in a given locality, provided as recipient data.

3.8. The Website's declaration of termination of the contract for the provision of electronic services will be sent to the e-mail address provided in the User's account. Terminating the contract for the provision of electronic services results in the permanent removal of User's Account. The User may terminate the contract for the provision of electronic services by sending a declaration of termination to the e-mail address provided for contact or to the address of the Website Owner.

3.9. If the termination took place on the part of the Website, re-registration is possible with permission from the Website.

3.10. Termination, with the consent of the parties, of the contract for the provision of services by electronic means does not affect the execution of previously concluded contracts, unless the parties decide otherwise or, due to the nature of the contract, the provision of further services will be impossible or significantly limited. The termination period of the contract is 14 days.

3.11. The Website declares that exercising the right to request removal of User's data from the Website system is tantamount to deregistering the User and terminating the contract (deleting the Account).

4. Prohibition of the provision of illegal content.

4.1. The Website reserves the right to immediately block the User's transfer of information or even to delete the User's Account per request of authorized entities, if these connections may threaten defense, state security and public security and order, violate universally binding law or enable such entities to implement such a block.

5. Type and scope of Services.

An all-in-one tool with a direct focus on resources for therapy, including baseline assessment, built-in and personalized ABA programs, and graphs. Thirty-six ABA programs that teach Autism Spectrum Disorder (ASD) children how to distinguish emotions, learn colors, shapes, numbers, animals, and much more. Designed for professionals and parents to support ABA therapy.

5.1. The Website declares that it does not interfere, check, or verify the data on User Accounts entered by the Users, and all data are posted by Users at their own responsibility.

5.2. On entering information about a particular person, the User declares that he or her has the consent of the authorized persons to enter this information.

5.3. By purchasing the Service-Package with the ability to create Sub-accounts, the Main Account User becomes responsible for them, and when granting access to the system to another User, declares that he or she has the consent of the person who uses the Sub-account with access to games.

5.4. These Services do not constitute an offer in the understanding of the Civil Code.

5.5. The current types and price ranges of packages are published on the Website www.dromnibus.com or, in special cases, can be established individually with the owner of the Website.

5.6. The Website reserves the right to change the pricelist of the services provided. However, the Website guarantees that price of the Service will not change within the period for which the User made the payment.

6. Additional Services on the Website.

6.1. The Website offers additional Services described on the Website, such as a blog.

6.2. The Website can send special offers via by e-mail. The User can provide an e-mail address to which the Website will send these special offers (newsletter). By entering the e-mail address, the User agrees to receive commercial information via means of electronic communication within the meaning of the Act of 18 July 2002 on Electronic Services, on the account provided by the User and to other e-mail accounts to which correspondence from the e-mail account provided by the User is forwarded, as per the account settings. The newsletter subscription can be cancelled at any point via the e-mail provided in the contact information.

6.3. The Website declares that it may grant discounts and promotions to selected Users, and the details and rules regarding the above will be published on the Website or sent to the User's e-mail address.

IV. Content posted on the Website and exclusion of the Website's liability regarding the content posted by the User, provided in the note field on a Sub-account with access to games.

1. The User acknowledges that the Website does not require, collect, or request any health data, and their possible provision by the User takes place without the knowledge of the Website and on the contracting parties' own responsibility.

2. The Website is not responsible for the unavailability of the Website due to extraordinary events or force majeure, over which the Website had no influence while exercising due diligence.

3. The User bears sole responsibility for sending, posting, and storing all content on the User's Account on the Website (in notes), which content may not violate the provisions of these Terms of Service and the provisions of the law in force in the Republic of Poland.

4. The Website is not responsible for technical problems or technical limitations occurring in computer hardware, ICT system, or telecommunications infrastructure used by the User that prevent the User from using the Website and the Services offered through it.

5. The User is solely responsible for ensuring technical compatibility between the computer hardware used by the User for the purpose of using the Website and the Services offered through the Website, the User's ICT system, and the Website.

6. The User is responsible for the actions or omissions of another entity that was given access to the Service or the Sub-account, just as for the User's own actions or omissions.

7. The Terms of Service do not exclude the responsibility of the Website for events for which liability cannot be legally restricted.

V. Terms of Use of the Website.

1. General terms.

1.1. In order to view the content available on the Website, it is not necessary to register on the Website. In order to use a Package, the User must register and create an Account.

1.2. The User of the Website who wants to use the Service-Package must accept the Terms of Service and comply with the terms contained therein.

1.3. The Services offered to the User have been described and made available on the Website. The Website reserves the right to change, modify, or stop offering the available Services in order to prevent the violation of generally applicable law.

1.4. The Service can be purchased on their own behalf by a person who is 18 years of age or older. Every User bears full responsibility for acting without a power of attorney or overstepping the scope of the power of attorney, and the purchase of the Service using a false name or someone else's name without a valid power of attorney is not allowed and prohibited by generally applicable law.

2. Purchase or use of Service.

2.1. In order to use the appropriate Service (Package) after purchasing it, the User registers on the Website. The User should read the Regulations before registering and, at the time of Registration, confirm the acceptance, understanding and reading of these Terms of Use, and consent to the processing of personal data by selecting the appropriate option required during the first login and Registration on the Website. If the User does not select the acceptance of these Terms of Service, as well as consent to the processing of personal data, the User will not be able to register on the Website or make the purchase and use the Service. In the event of the purchase of a paid Service, the User makes the payment using the payment options available on the Website.

2.2. In order to use the Service, the User must register on the Website by providing his or her name, telephone number, e-mail address, password and information about whether he or she is a parent or a therapist. After registering, an e-mail confirming the data provided is sent to the User's e-mail address, and the User, by clicking on the e-mail, accepts the creation of an Account as well as the conclusion of a contract for a given Service. Registering on the Website starts a Trial Period. After the Trial Period ends, access to the Service will be blocked unless the User pays for access to the Service.

2.3. The Website declares that the e-mail address or phone number of the User may be used to communicate with the User for verification purposes, as well as in other matters related to the purchased Service.

3. Payments.

3.1. After the Trial Period ends, in order to purchase the Service, the User may make a payment depending on the type of Service by means of:

a) traditional transfer

b) electronic transfer

c) payment by credit card made through the payment system directly in the panel using Google Play or AppStore

d) PayPal transfer

3.2. The Service will be activated within 48 hours the payment to the bank account of the Website Owner is recorded.

3.3. With respect to electronic payment, the terms and conditions of a given website apply. The User should read these terms of conditions in order to complete the transaction.

VI. Complaints regarding the operation of the Website and the Service. Reporting violation of the Terms of Service and the law applicable in the Republic of Poland.

1. The User is obliged immediately (no later than after one month) to notify the Website of any identified defects, improper service quality, irregularities, or interruptions in the operation of the Website to the email address: contact@dromnibus.com.
2. In the complaint, the User should describe the problem, irregularity, or defect regarding the operation of the Website, etc., as well as provide his or her name, address of residence, and e-mail address.
3. The complaint will be considered, and the User will be informed about its result within 14 days after the Website receives the complaint via electronic means.
4. The User is obliged to immediately notify the Service of any violation of the Terms of Service, or even suspected violation, of the law in force in the Republic of Poland.

VII. Withdrawal from the Contract (Package):

Due to the nature of the purchased Service, i.e. an online system, its return is impossible.

VIII. Copyrights.

1. Proprietary copyrights to the works posted on the Website belong to DrOmnibus Sp. z o.o., located in Kraków. Poland.
2. The Content on the Website, created or added by the Website, is the exclusive property of the Website and is protected by appropriate copyright laws. This content is intended solely for the use of the Website and its Users. The use of these materials, photos, Services, and Additional Services may only take place in accordance with these Regulations. Copying, sharing, modifying, downloading, processing or otherwise operating outside the Services offered by the Website is forbidden, and Users of the Website have the right to, for private purposes only, view information posted on the Website, to save them in the form of temporary files, and to print selected pages, as well as to use the purchased Service in the form of an online game.

IX. Salvatory clause.

If the individual provisions of these Terms of Service are recognized in a manner considered by law as invalid or ineffective, it does not affect the validity or effectiveness of the remaining provisions of these Terms of Service. In place of an invalid provision, the rule closest to the purposes of the invalid provision and all of these Terms of Service will apply.

X. Final provisions.

1. The current Terms of Service are published on the Website and provided free of charge to the User, as well as at his request.
2. The Website reserves the right to change the provisions of these Terms of Service. The User will be informed of any such changes in advance through the Website or the provided (registered) e-mail address, with the ability to terminate the contract within 14 days.
3. All disputes arising in connection with the functioning of the Website are subject to examination by appropriate Courts in accordance with the provisions of the Code of Civil Procedure.
4. The Website Owner declares the use of Google's cookies and Google tools, including Google Analytics. The data acquired with these tools may be collected, shared, and used for personalized advertising, including remarketing tags and conversion tags. The Website Owner also declares that any consent expressed by the User of the Website may be cancelled by him at any time.

