

## TERMS AND CONDITIONS [www.dromnibus.com](http://www.dromnibus.com)

### I. General information

1. The owner of the Website is DROMNIBUS Limited liability with its office in Cracow (30-037), Al. Juliusza Słowackiego (Street) no. 10 suite 5, entered into the Register of Entrepreneurs of National Court Register by the District Court for Cracow – Śródmieście in Cracow The Eleventh Commercial Division of National Court Register under the KRS number 0000472501, NIP (Tax Identification Number): 6762466869, REGON (National Business Registry Number): 122919579, share capital in the amount of 163.450,00 PLN, **hereafter referred to as Company.**

2. The following Terms and Conditions were prepared in accordance with the law of the jurisdiction in which the Website's registered office is located. The user of the Website declares that the use of the Website and the Services offered by the Website is legally permitted in the country in which he uses the Website and the Services offered by the Website and takes full responsibility for the use of the Service. **If the use of the Website is prohibited in the country from which the User uses the Website, the acceptance of the regulations shall be repealed and the use of the Website by the User is prohibited.** The Website does not declare that the use of the Website is legally permitted outside the Website's registered office. If Users make use of the Website outside of the Polish territory, they do so at their own risk and are responsible for ensuring compliance with the laws applicable for the territory from which they use the Website.

3. The following Terms and Conditions constitutes a Regulation within the meaning of Article 8 of the ACT of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws Dz. U. No. 144 item 1204 of 2002 as amended).

### II. Definitions in the Terms and Conditions.

1. **Website** - a platform supporting the treatment of children with developmental and/or behavioural disorders, offering Services (paid available by order using a form on [www.dromnibus.com](http://www.dromnibus.com)), additional - educational or informational - services (a blog with the possibility of posting comments), owned by DrOmnibus Limited liability with its office in Cracow (30-037), Al. Juliusza Słowackiego (Street) no. 10 suite 5.

2. **User** - a user who has read, understood and accepted the Terms and Conditions, created an account on the Website, or registered an account in order to use the Services (additional services).

3. **User Account** - an account, that is created when the User purchases the Service, allowing the User to make use of the Services offered by the Website (the use of games, tracking progress of the player, an organizer, note-taking and other Account functionalities made available).

4. **Sub-Account** - a separate account linked to the main User Account, as part of the purchased Bundle (a sub-account with access rights to the system or to games).

5. **Services** - Bundles described in Section 5.1 of these Terms and Conditions, offered and provided to the User by the Website and additional services (other services offered and provided to the User by the Website, e.g. a newsletter, the possibility to post comments), services related to the operation of the Website.

6. **Providing services by electronic means** - such way of rendering a service, which comprises transmitting and collecting data by means of teleinformative systems, including digital compression, at the individual request of a service recipient, without the parties being simultaneously present, while the data is broadcasted, received or transmitted through public networks within the meaning of the Act of 16 July 2004 Telecommunications Law;
7. **Comments** - any comments, links posted on the Website by the User, regardless of their form or method of posting, which should be in accordance with the provisions of these Terms and Conditions and universally applicable provisions of the Polish law.
8. **Trial Period** - shall mean a period of 14 consecutive calendar days counted from the day when the Provider receives the confirmation of Registration and selected the appropriate version Package, during which the newly registered User may use the Service without the necessity to make any payment for the selected Package
9. **Package (Bundle)** - shall mean, depending on Client's choice, the scope of the service to be provided. Individual Packages differ from one another in price and in the number of Sub-Accounts.
10. **Registration** - shall mean filling in a registration form by the User by means of filling in required fields and sending the form to the Service.
11. **Terms and Conditions** - includes the contents of this document, together with all subsequent amendments.

### **III. The type and range of services.**

1. The Website is available to Users at [www.dromnibus.com](http://www.dromnibus.com).

#### **2. Technical requirements.**

- a). Web browser - Firefox 46 (or newer), Chrome 50 (or newer), Edge 38 (or newer), Safari 9 (or newer),
- b). e-mail address,
- c). Internet connection
- d). tablet running Android 5.0 or newer and iOS 9 or newer.

#### **3. Agreement on providing services by electronic means.**

3.1. Registration on the Website shall constitute a conclusion of an agreement on providing services by electronic means. Registration is voluntary. After Registration, the User will receive an activation link on the provided e-mail address. Clicking on the activation link completes the Registration process.

3.2. Before Registration, the User should become acquainted with these Terms and Conditions and give consent to the processing of personal data. The User may also agree to receive newsletters.

3.3. Conclusion of an agreement on providing services by electronic means shall be equivalent to placing the following declarations:

- a). I am using the Services provided by the Website voluntarily,
- b). I agree to conclude an agreement on providing services by electronic means,
- c). I fulfil the conditions of becoming a User laid down by these Terms and Conditions,
- d). the data contained in the Registration form is true and does not infringe the rights of third parties.

3.4. The agreement is concluded for an indefinite period and the User may terminate the agreement on providing services by electronic means at any time, but shall bear in mind the consequences listed in the below mentioned points, in particular 3.5, 3.8, 3.10.

3.5. Termination of the agreement by either party, as well as the termination by mutual consent is equal to blocking the User's access to the User Account and its removal.

3.6. The Website may terminate the agreement on providing services by electronic means if:

a) the purpose of Registration or the use of the Services is in clear contradiction to the rules and purpose of the Service's operation,

b) User activity contradicts existing moral standards, incites to violence or committing a crime or if it violates the rights of third parties,

c). it received an official notice about the unlawful character of the provided data or the activities related to it,

d). it received reliable information about the unlawful character of the provided data or activities related to it and has previously notified the User about the intention to block access to the User Account,

e). the User sends unsolicited commercial communication,

f). the User grossly or persistently breaches the provisions of these Terms and Conditions,

g). the data provided by the user raise objectively justified doubt as to their accuracy or compliance with the truth and they could not be removed by means of telephonic contact or via e-mail message.

3.7. Objectively justified doubt mentioned in section 3.6 point g shall be understood as, in particular, providing a non-existent city name, providing a non-existent street address, providing non-existent personal data.

3.8. The notification of termination of the agreement on providing services by electronic means given by the Website shall be sent to the email address provided in the User Account.

**The termination of the agreement on providing services by electronic means results in permanent removal of the User Account.** The notification of termination of the agreement on providing services by electronic means given by the User shall be given by sending it to the provided contact e-mail address or to the address of the owner of the Website.

3.9. If the termination has been given by the Website, re-registration is possible after obtaining the Website's consent.

3.10. Termination of the agreement on providing services by electronic means or termination by mutual consent does not influence the performance of agreements already concluded, unless the parties agree otherwise or **due to the nature of the agreement, providing further services is not possible or would be significantly limited**. The notice period for termination of service equals 14 days.

3.11. **The Website declares that exercising the right to request the removal of one's personal data from the Website's system is synonymous with the User's deregistration and the termination of the agreement (account deletion).**

#### **4. The prohibition on providing illegal content.**

4.1. The Website reserves the right to immediately block the User's data transmissions or even delete the User Account at the request of authorized entities, if these transmissions may jeopardize state defence, state security or public order and security, violate the universally applicable law or allow such a block by these entities.

## 5. The type and range of services.

### 5.1. The Website offers 3 Services (Bundles) to the User:

#### a) **DrOmnibus - Happy Therapy**

##### (i) **DrOmnibus Home** - which includes:

- package of 10 games,
- game progress tracking system
- the possibility to adapt the games to the abilities of the player.

##### (ii) **DrOmnibus Pro** :

- **Standard:** for 10 Users (Sub-accounts)
- **Premium:** for 30 Users (Sub-accounts)
- **Premium+:** more than 30 Users (Sub-accounts): the Website must be contacted in order to negotiate an individual plan.

Within this Bundle the Website offers:

- many Sub-Account,
- package of 10 games,
- game progress tracking system,
- an organiser, which allows creating work, plans,
- a communication tool,
- the possibility to adapt games to each Sub-Account individually.

#### b) **DrOmnibus Preschool**

- for 25 Users (Sub-accounts)

Within this Bundle the Website offers:

- many Sub-Account
- package of 10 games for preschool class,
- game progress tracking system,
- an organiser, which allows creating work, plans,
- a communication tool,
- the possibility to adapt games to each player individually.

#### c) **DrOmnibus Inclusive education**

Within this Bundle the Website offers:

- a solution based on the assumptions of Applied Behavior Analysis,
- more than 5,000 jobs practicing skills such as colors, shapes, numbers, fruits, vegetables, animals, body parts, emotions, games,
- a reward system based on tablet chips containing attractive games award,
- three-tier mechanism hints,
- automatically generate the reports after each class and comparative statistics,
- organizer for the caregiver with the communicator,
- accessible by mobile and browser version.

5.2. The number of User Sub-accounts specified in 5.1 point a(ii),b and c pertains to access to games, whereas the creation of Sub-accounts with access to the system itself is unlimited within this Bundle.

5.3. The Website declares that it does not interfere, check or verify the data provided by the Users in the User Accounts, and Users provide the data at their own responsibility.

5.4. When entering information about a specific person, the User declares that he has the consent of these persons to provide the information.

5.5. When purchasing the Service - Bundle with the possibility to create Sub-accounts, the User of the main Account is responsible for it and - when providing any other User with

access rights - declares that he has the consent of the persons who use the Sub-accounts with access to games.

5.6. The following Services do not constitute an offer within the meaning of the Civil Code.

5.7. Current types, range of valuable packages are placed on the Website [www.dromnibus.com](http://www.dromnibus.com)

5.8. The Website reserves the right to change the pricing of services provided, however, guarantees the stability of prices of services in the period for which the user has paid.

#### **6. Additional services within the Website.**

6.1. The Website offers additional Services described on the Website, such as the possibility to post Comments on the Website (the blog).

6.2. The Website offers special offers distributed via e-mail. The User may provide an e-mail address in order to receive special offers (newsletter). By providing an e-mail address the User expresses consent to receive commercial information by electronic means within the meaning of the Act of 18 July 2002 on Providing Services by Electronic Means to the e-mail account provided by the User and other e-mail accounts to which e-mail messages are redirected due to the configuration of the account provided by the User. Termination of the newsletter subscription is possible at any moment via e-mail address listed in the "Contact" section.

6.3. The Website declares that select Users can be granted discounts or promotions, and the terms of the aforementioned deals will be posted on the Website or sent directly to the User's e-mail account.

#### **IV. Content posted on the Website and the exclusion of liability pertaining to the content transmitted by the User, notes posted on the Sub-Account.**

**1. The User acknowledges that the Website does not require / does not collect / does not request any information about health, and transmitting such information by the User takes place without the knowledge of the Website and at exclusive responsibility of the contracting parties.**

2. The Website is not responsible for the unavailability of the Website due to extraordinary events, due to force majeure, which could not have been influenced even if all due diligence has been exercised.

**3. The User is solely responsible for transmitting, posting, storing on the User Account any content which does not violate the provisions of these Terms and Conditions and the provisions of universally applicable Polish laws.**

4. The Website is not responsible for technical problems or limitations of the hardware, IT systems or telecommunications infrastructure, which the User uses and which prevent the User to use the Website and offered Services.

5. The User is solely responsible for ensuring technical compatibility between the hardware and the IT system used to access the Website and offered Services and the Website.

**6. The User is responsible for acts or omissions of any other entity that he allows to use the Service, the Sub-Account, as well as for the acts or omissions of his own.**

7. The Terms and Conditions shall not exclude liability for acts for which liability cannot be legally limited.

## **V. Terms of Service (Conditions).**

### **1. General Provisions**

1.1. Registration is not necessary in order to view the content available on the Website. In order to purchase / use the Bundle the User must register and create an Account. In order to post a comment, the User must register (without creating the Account).

1.2. The User of the Website, who intends to purchase / use the Service-Bundle, or post a Comment on the Website, must accept the Terms and Conditions and commit himself to the rules contained therein.

1.3. Services offered by the Website to the User have been described and made available on the Website. The Website reserves the right to change, modify, and discontinue available Services, so as not to violate the provisions of universally applicable law.

1.4. The Service available on the Website can be purchased by a person of 18 years or older on his behalf. Any User who acts without the power of attorney or exceeds the authority given under it bears full responsibility, whereas purchasing the Service using a false name or someone else's name without a valid power of attorney is unacceptable and prohibited by the universally applicable provisions of law.

### **2. Purchasing the Service or using the Service (in case of Comments).**

2.1. After selecting the appropriate Service (Bundle) and adding it to the shopping cart, the User shall register in the Website. The User shall read the Terms and Conditions before registering, and at the time of Registration accepts, understands and is acquainted with the conditions of these Terms and Conditions and also agrees 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 to accept these Terms and Conditions and does not agree to the processing of personal data, he will not be able to register on the Website and purchase / use the Service. If the User purchases a paid Service, the User completes the payment using payment options available on the Website.

2.2. In order to purchase / use the Service, the User must register on the website and provide the following information: full name, address, phone number, e-mail address, and password. After Registration, confirmation e-mail is sent to the provided e-mail address and the User completes the account creation process as well as accepts to conclude the agreement for the given service by clicking on it. Registering in the Service results in the commencement of the Trial Period. Upon expiry of the Trial Period, the access to the Service is blocked if the User does not pay for the access to the Service.

2.3. In order to post a Comment the User performs a one-time Registration (without creating an Account). The User shall read the Terms and Conditions before registering, and at the time of Registration accepts, understands and is acquainted with the conditions of these Terms and Conditions and also agrees 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 to accept these Terms and Conditions and does not agree to the processing of personal data, he will not be able to register on the Website and post a Comment.

2.4. The Website declares that the User's e-mail address or phone number can be used to communicate with the User for verification purposes as well as for other matters related to the purchased service.

### **3. Payments.**

3.1. Upon expiry of the Trial Period, in order to purchase the service, the User may make the payment by means of:

a) wire transfer,

- b) online wire transfer,
- c) credit card payment using Google Play and AppStore system,
- d) wire in the Paymentwall system.

3.2. The Service will be activated within 24 hours upon clearing the transfer on the bank account of the Website Owner.

3.3. In regard to electronic payments, Paymentwall's Terms of Service available on the Website is applicable, should the User decide to complete the purchase.

#### **VI. The complaint procedure regarding the functioning of the Website and the Service, reporting violations of the Terms and Conditions and the law applicable on the territory of the Republic of Poland.**

1. The User is obligated to contact the Website without delay - not further than one month - about any identified malfunctions, improper quality of service, irregularities and interruptions in the functioning of the Website by e-mail at: **kontakt@dromnibus.com**

2. In the warranty claim the User shall describe the identified problem, irregularity, malfunction pertaining to the functioning of the Website, etc. and provide his full name, address and e-mail address.

3. The complaint will be investigated and the User shall be notified about the result within 14 days from the date of its filing by electronic means.

4. The User is obliged to immediately notify the Website about any violation of the Terms and Conditions and even about a suspected violation of law applicable in the Republic of Poland.

#### **VII. Termination of the Agreement (Bundle):**

Due to the character of the purchased Service, i.e. IT system, its return is not possible. Due to the fact that the aforementioned system is within the exception specified by art. 10 paragraph 3 point 5, **the consumer is not entitled to withdraw from the contract, thus the withdrawal does not meet the conditions laid down in the Act on the protection of certain consumer rights and on the liability for damages caused by a dangerous product (Journal of Laws Dz. U. No. 22 item 271 of 2000 as amended) in the form of a 10-day withdrawal period for distance contracts, in accordance with the provisions of the aforementioned Act "the provisions of art. 10 paragraph 3 point 5 do not apply to: performance which by reason of its nature cannot be returned or which subject is susceptible to quick deterioration".**

#### **VIII. Copyrights.**

1. DROMNIBUS Limited liability with its office in Cracow (30-037), Al. Juliusza Słowackiego (Street) no. 10 suite 5 is entitled to copyrights to the works contained on the Website.

2. **Contents of the Website created or added by the Website are the exclusive property of the Website and are protected by all applicable copyright laws.** This content is available only for use of the Service and its Users. Using these materials, photographs, Services, Additional Services may take place only in accordance with these Terms and Conditions. Copying, sharing, modifying, downloading, processing, and other activities outside of the designed Services offered by the Website is strictly prohibited. The Users are allowed to browse the information published on the Website, save them in the form of temporary files,

print selected pages as well as use the purchased Services in the form of online games only for private purposes.

**IX. Severability.**

If individual provisions of these Terms and Conditions shall be considered invalid or unenforceable, in the manner prescribed by law, it shall not affect the validity or enforceability of the remaining provisions. A rule closest to the aims of the invalid provision and the whole Terms and Conditions shall be applied in place of the invalid provision.

**X. Final provisions.**

1. The current Terms and Conditions are available on the Website and provided on the User's demand without additional costs.
2. The Website reserves the right to modify the provisions of these Terms and Conditions. The User will be notified of such changes in advance on the Website or via the provided e-mail address.
3. Any disputes arising in relation to the functioning of the Website are subject to recognition by competent courts, in accordance with the provisions of the Code of Civil Procedure.