

# SPLIT TIME BALANCER

## TERMS OF SERVICE

(version 20.06.2026)

### § 1.

#### GENERAL

1. These Terms of Service (hereinafter: "**Terms of Service**") define the terms and conditions of using the "Split Time Balancer" and the services provided by the **Service Provider**.
2. The **Application** is for managing time within your own or shared tasks, in the following areas: work, study, physical activities, household activities, free time and others. It is intended for both **Entrepreneurs** and **Consumers**.
3. The **Terms of Service** are the terms and conditions referred to in Article 8 of the Act of 18 July 2002 on the provision of services by electronic means (hereinafter: the "**Act on the Provision of Services by Electronic Means**").
4. The Service Provider is **Marcin Adamski**, conducting business activity under the name: **Mruki Marcin Adamski**, Dostojelewskiego 8/72, Łódź, 92-507 Poland, entered into the Central Register of Information on Economic Activity kept by the minister in charge of economy, with NIP: **7282531567**, REGON number: **544514261** (hereinafter: "**Service Provider**").
5. Contact with the **Service Provider** is possible at the following e-mail address: **contact@mruki.com**.
6. In accordance with the provisions of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act) (hereinafter: "**DSA**"), the **Service Provider** has appointed a contact point for direct communication with the authorities of the EU Member States, the European Commission, the Digital Services Council and **Application Users** on matters covered by the DSA regulation. The contact point is available at: **dpo@mruki.com**.
7. Before starting to use the **Application**, the **User** is obliged to read the **Terms of Service** and the **Privacy Policy**.

### § 2.

#### DEFINITIONS

Capitalized words used in the **Terms of Service** have the following meanings:

- **Price List** – a document or information specifying the current price of the **Service**, the **Subscription Period**, the variant of its operation and other conditions indicated therein,
- **Consumer** – a natural person performing a legal act with the **Service Provider** that is not directly related to their business or professional activity,
- **Account** – a data structure created in the **Application's** IT system, assigned to the **User** and enabling him to use its functionalities,
- **Non-compliance** – it is understood as the non-compliance of the **Service** for the use of the **Application** with the **Agreement** on the use of the **Application** (the criteria for assessing the compliance of the **Service** with the **Agreement** for its provision are specified in Article 43k(1)-(2) of the Consumer Rights Act),

- **Trial Period** – a period during which the **Service Recipient** has the right to use the **Service** free of charge, in order to familiarize themselves with the functionality of the **Application**,
- **Subscription Period** – the period for which the **Service Provider** makes the **Service Recipient** available to the **Service User** in accordance with the **Price List**,
- **One-Time Fee** – a fee paid by the **Service User** in advance in exchange for the **Service** valid until the end of the use of the **Application**, determined in accordance with the **Price List** in force at the time of ordering,
- **Subscription Fee** – a fee paid by the **Service Recipient** in advance in exchange for the **Service** valid for the **Subscription Period**, determined in accordance with the **Price List** in force at the time of ordering,
- **Opinion** – the **Service Recipient's** opinion on the **Application**, including a description of the **Service Recipient's** experience related to the use of the **Service**,
- **Privacy Policy** – a document containing information on the processing of **Users'** personal data by the **Service Provider**,
- **Terms of Service** – the term defined in **§ 1 section 1** of the Terms of Service,
- **User Content** – any data (including personal data), electronic files, information and materials saved by the **User** in the **Account**,
- **Offline Mode** – the mode of operation of the **Application** in which no **User** data is transferred to the **Service Provider** via the Internet,
- **Online Mode** – the mode of operation of the **Application** in which the **User's** data is transferred to the **Service Provider** via the Internet,
- **Agreement** – an agreement for the provision of a digital service within the meaning of the Act on Consumer Rights, on the basis of which the **Service Provider** undertakes to provide the **User** with the **Service** of using the **Application**, within which free and paid **Services** are provided, as described in **§ 5** of the **Terms of Service**,
- **Service Recipient** – a customer (**Entrepreneur** or **Consumer**) using the **Application**,
- **Service Provider** – the term defined in **§ 1 section 4** of the **Terms of Service**,
- **Act on Consumer Rights** – Act of 30 May 2014 on Consumer Rights,
- **Act on the Provision of Services by Electronic Means** – the term defined in **§ 1 section 3** of the **Terms of Service**,
- **User** – a person using the **Application** who is a **Consumer**.

### § 3.

#### TECHNICAL REQUIREMENTS, RULES OF USE AND SECURITY

1. In order for the **User** to properly use the services provided by the **Service Provider** using the **Application** in **Offline Mode**, it is necessary to:
  - 1) having mobile devices running on the Android or iOS operating system that meet the minimum requirements for the **Application** specified on the Google Play or Apple App Store platforms,
  - 2) installing the **Application** on a mobile device.
2. In order for the **User** to properly use the services provided by the **Service Provider** using the **Application** in **Online Mode**, it is necessary to:
  - 1) having mobile devices running on the Android or iOS operating system that meet the minimum requirements for the **Application** specified on the Google Play or the Apple App Store platforms,
  - 2) installing the **Application** on a mobile device,
  - 3) having an Internet connection on a mobile device,

- 4) having an active e-mail account.
3. As part of the **Application**, it is prohibited for **Users** to use viruses, bots, worms or other computer codes, files or programs (in particular those automating scripts and applications or other codes, files or tools).
4. The **Service Provider** informs that it uses cryptographic protection of electronic transfer and digital content by applying appropriate logical, organizational and technical measures, in particular to prevent third parties from accessing the data, including SSL encryption, the use of access passwords and anti-virus programs or against unwanted software.
5. The **Service Provider** informs that despite the application of the security measures referred to in paragraph 4 above, the use of the Internet and services provided electronically may be at risk of getting into the ICT system and the **User's** device, malware or gaining access to data located on this device by third parties. In order to minimize the risk, the **Service Provider** recommends the use of anti-virus programs or measures to protect identification on the Internet.
6. The use of the **Application** is free of charge, but services provided through it may be subject to fees.
7. The **User** using the services provided by the **Service Provider** is obliged to provide only data (including personal data) consistent with the actual state. The **Service Provider** is not responsible for the consequences of providing false or incomplete data by the **User**.
8. The **Service Recipient** declares that:
  - 1) has full capacity to conclude the **Agreement**,
  - 2) uses the **Application** in accordance with the applicable law,
  - 3) the Recipient is entitled to all rights to the **User Content** entered into the **Application**.
9. The **Service Recipient** is solely responsible for the **User Content** and the consequences of its use, including the violation of the rights of third parties, the law or the **Terms of Service**.
10. The **Service Recipient** acknowledges that the **Application** does not provide advisory services, and any information, analysis or recommendations are of an auxiliary nature and cannot constitute the basis for making legal, financial, medical or business decisions without independent verification.
11. The **Service Provider** has the right to temporarily block access to the **Service** if it detects unusually high usage.

#### § 4.

#### SERVICE AGREEMENT

1. On the basis of the **Agreement**, the **Service Provider** enables the **Service Recipient** (to the extent resulting from the selected variant in the **Price List**) to using specific functionality of the **Application** presented in § 5 of the **Terms of Service**.
2. Using the **Application** in **Offline Mode** does not require registration or creating an **Account**.
3. Using the **Application** in **Online Mode** requires registration, creating an **Account** and confirming the registration electronically (using the e-mail received from the **Service Provider** – activation link).
4. Clicking on the activation link is tantamount to concluding a free **Agreement** by the **Service User**.
5. The **Service Provider** informs, and the **Service Recipient** acknowledges, that in order to maintain the compliance of the **Service** for the use of the **Application** with the **Application Usage Agreement**, it may require the installation of its updates.
6. If the **Service User** loses access to the e-mail account through which registration was made, it may turn out that the **Service Provider** will not be able to provide the **Service User** with further access to his/her **Account** and therefore the **Service User** will lose access to certain functionalities for reasons attributable to the **Service User**.

7. The provisions of paragraphs 8-14 below apply only to **Service Recipients** who are **Consumers** or **Entrepreneurs** with Consumer rights.
8. In the event that the **Service Recipient** is not granted access to the **Service** immediately after the conclusion of the **Agreement**, the **Service Recipient** calls on the **Service Provider** to immediately grant access to the **Service**. The summons referred to in the preceding sentence may be sent by e-mail to the address indicated in **§ 1 section 5** of the Terms of Service. In the event that the **Service Provider** fails to grant the **Service Recipient** access to the **Service** immediately after receiving the request referred to in the preceding sentence, the **Service Recipient** may withdraw from the **Agreement**.
9. Notwithstanding the provisions of paragraph 8 above, in the event that the **Service Recipient** is not granted access to the **Service**, the **Service Recipient** may withdraw from the **Agreement** without calling on the **Service Provider** to grant access to the **Service**, if at least one of the cases indicated in Article 43j(5) of the Consumer Rights Act occurs.
10. Notwithstanding the provisions of paragraphs 12-13 above, the **Service User** may terminate the **Agreement** by deleting his/her **Account** in the **Application** or by submitting an instruction to the **Service Provider** to delete the **Account** by sending appropriate information in accordance with **§ 1, section 5** of the **Terms of Service**.
11. Withdrawal from the **Agreement** or its termination by the **Service Recipient**, regardless of the basis for doing so, takes place by submitting to the **Service Provider** a statement of withdrawal from the **Agreement** or its termination. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in **§ 1 section 5** of the Terms of Service.
12. In the event of a breach of the provisions of the Terms of Service by the **Service Recipient** and failure to remove this violation despite receiving a summons, the **Service Provider** may terminate the **Agreement** with a notice period of **7 (seven) days**, by submitting a notice of termination to the **Service Recipient** by e-mail. After the expiry of the notice period indicated in the preceding sentence, the **Service Provider** shall suspend the provision of the **Service**. During the notice period, the **Service Provider** may block the **Service Recipient's** access to the **Service** using the **Application**, if it is necessary to prevent the **Service Recipient** from committing further violations.
13. The **Service Provider** shall delete the **Account** immediately upon receipt of the statement referred to in paragraph 11 above or upon the expiry of the notice period referred to in paragraph 12 above. Deleting an **Account** is tantamount to archiving all **User Content** stored on it, and then deleting it – after the end of the archiving period.
14. The **Service Recipient** has the right to download all his/her data in CSV format. The data is made available within **30 (thirty) days** of submitting such a request.

## § 5.

### SERVICE OPTIONS IN THE APPLICATION

1. As part of the free service, the **Service Provider** provides the following functionalities:
  - 1) creating and maintaining a **User** account,
  - 2) the ability to define a limited number of **profiles**<sup>1</sup> (in **Offline Mode**),
  - 3) the ability to define a limited number of **projects**<sup>1</sup> (in **Offline Mode**),
  - 4) the ability to define a limited number of **tasks**<sup>1</sup> (in **Offline Mode**),
  - 5) **reporting time** spent on a selected task (in **Offline Mode**),

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<sup>1</sup> Details regarding the maximum number of profiles, projects, tasks and shared projects can be found in the **Application**.

- 6) providing **summaries, statistics**, and helpful **tips** on time management (in **Offline Mode**),
- 7) the ability to **participate in shared projects**<sup>1</sup> (in **Online Mode**).
2. The free service constitutes the basic functionality of the **Application** and is available for the entire period of use of the **Application** immediately after its launch.
3. The **Service Provider** provides the following services for the **One-Time Fee**:
  - 1) **premium service** – extending the functionality of the **Application** in **Offline Mode** by:
    - a) the ability to define a increased number of **profiles**<sup>2</sup> (in **Offline Mode**),
    - b) the ability to define a increased number of **projects**<sup>2</sup> (in **Offline Mode**),
    - c) the ability to define a increased number of **tasks**<sup>2</sup> (in **Offline Mode**),
    - d) the ability to automatically create **backup copies of profiles** (in **Offline Mode**),
    - e) the ability to **generate reports** in the form of spreadsheet files (in **Offline Mode**).
4. The **premium service** is available for the entire period of use of the **Application** after paying the **One-Time Fee**.
5. The **Service Provider** provides the following services for a **Subscription Fee**:
  - 1) **subscription service** – extending the functionality of the **Application** in **Offline Mode** and **Online Mode** by:
    - a) the ability to **store and synchronize profiles** on the **Service Provider's** servers,
    - b) the ability to **store and synchronize projects** on the **Service Provider's** servers,
    - c) the ability to **store and synchronize tasks** on the **Service Provider's** servers,
    - d) the ability to **store and synchronize reported times** on the **Service Provider's** servers,
    - e) the ability to define a increased number of **profiles**<sup>2</sup> (in **Offline Mode** and **Online Mode**),
    - f) the ability to define a increased number of **projects**<sup>2</sup> (in **Offline Mode** and **Online Mode**),
    - g) the ability to define a increased number of **tasks**<sup>2</sup> (in **Offline Mode** and **Online Mode**),
    - h) **reporting time** spent on a selected task (in **Online Mode**),
    - i) the ability to **store profiles and projects in the archive** (in **Online Mode**),
    - j) the ability to automatically create **backup copies of profiles** (in **Offline Mode**),
    - k) the ability to **share projects with other Users**<sup>2</sup> (in **Online Mode**).
6. The **subscription service** is available for the period of payment of the **Subscription Fee**.
7. The **Service Provider** reserves the right to change or suspend the above functionality options, particularly free services, at any time and without notice. The rules for changing services are set forth in **§ 16** of the **Terms of Service**.
8. Availability of the above functionality options may vary by country or region and is determined by the Google Play or the Apple App Store platforms (depending on your operating system).

## § 6.

### FEES AND BILLING

1. Unless otherwise stipulated in a specific provision of the **Terms of Service** or individual arrangements with the **Service Provider**, all payments due to the **Service Provider** shall be made by the **Service User** using the payment systems made available within the **Application** and made via the Google Play or the Apple App Store platforms (depending on your operating system).

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<sup>2</sup> Details regarding the maximum number of profiles, projects, tasks and users of shared projects can be found in the **Price List**.

2. For the provision of **Services**, the **Service Recipient** is obliged to pay the **One-Time Fee** or the **Subscription Fee** according to the amounts indicated in the **Price List**. Changes to the prices indicated in the **Price List** are announced in the **Application** and do not constitute changes to the **Terms or Service**.
3. The **One-Time Fee** is paid once, in advance, for the entire period of use of the **Application**.
4. The **Subscription Fee** is paid automatically, periodically in advance for the period defined in the **Price List**. Cancellation of the **subscription service** is carried out within the Google Play platform or the Apple App Store (depending on your operating system).
5. The terms of the **Trial Period** (if applicable), cancellation or withdrawal of the **subscription service** and any refunds (if any) are subject to the terms and conditions presented to the **Service User** by the operator of the Google Play or the Apple App Store platforms.
6. When making payments via the Google Play or the Apple App Store platforms, they are responsible for settling any taxes and other fees associated with them.
7. The **Service User** may incur additional fees charged by their mobile network operator for data transmission (mobile internet) when using the **Application**. These fees are beyond the **Service Provider's** control.

## § 7. PRICING

1. The current **Price List** is available in the **Application** and may vary depending on the country or region to which it applies.
2. The **Service Provider** may change the **Price List** at any time.
3. The **Service Provider** reserves the right to change the **Price List** for active **subscription services**. The **Service User** will be notified of any changes **30 (thirty) days** in advance via the Google Play or the Apple App Store platforms (depending on their operating system).

## § 8. COMPLAINTS CONSUMERS AND ENTREPRENEURS WITH CONSUMER RIGHTS

1. The provisions of this paragraph apply only to **Consumers** and **Entrepreneurs** with Consumer rights.
2. The **Service** provided to the **Service Recipient** by the **Service Provider** must be in accordance with the **Agreement** relating to it for the entire period of service provision.
3. The **Service Provider** shall be liable for any **Non-Compliance** revealed during the period of provision of the **Service**.
4. In the event of disclosure of the **Non-Conformity**, the **Service Recipient** may file a complaint containing a request to bring the **Service** into compliance with the **Agreement** for its provision.
5. The complaint is submitted by e-mail, to the address indicated in **§ 1 section 5** of the **Terms of Service**.
6. The complaint should include:
  - 1) the e-mail address to which the **Account** was registered,
  - 2) name and surname of the **Service Recipient**,
  - 3) a detailed description of the **Non-Conformity** revealed,
  - 4) request that the **Service** be brought into conformity with the **Agreement** for its provision.
7. The **Service Provider** may refuse to bring the **Service** into conformity with the **Agreement** for its

- provision if this is impossible or would require the **Service Provider** to incur excessive costs.
8. After considering the complaint, the **Service Provider** provides the **Service Recipient** with a response to the complaint, in which:
    - 1) acknowledges the complaint and indicates the planned date of bringing the **Service** into compliance with the **Agreement** for its provision,
    - 2) refuses to bring the **Service** into conformity with the **Agreement** for its provision for the reasons indicated in paragraph 7 above,
    - 3) rejects the complaint due to its unfoundedness.
  9. The **Service Provider** responds to the complaint by e-mail within **14 (fourteen) days** from the date of its receipt.
  10. If the complaint is accepted, the **Service Provider** at its own expense shall bring the **Services** into compliance with the **Agreement** for its provision within a reasonable time from the moment of receipt of the complaint and without excessive inconvenience to the **Service Recipient**, taking into account the nature of the service and the purpose for which it is used. The planned date of bringing the **Service** into compliance with the **Agreement** for its provision is indicated by the **Service Provider** in response to the complaint.
  11. In the event of disclosure of the **Non-Conformity**, the **Service User** may submit a statement of withdrawal from the **Agreement** to the **Service Provider** when:
    - 1) bringing the **Service** into conformity with the **Agreement** for its provision is impossible or requires excessive costs,
    - 2) the **Service Provider** has not brought the **Service** into compliance with the **Agreement** for its provision in accordance with paragraph 10 above,
    - 3) the **Non-Conformity** persists despite the fact that the **Service Provider** has tried to bring the **Service** into compliance with the **Agreement** for its provision,
    - 4) the **Non-Conformity** is so significant that it justifies withdrawal from the **Service** provision **Agreement** without prior request from the **Service Provider** to bring the **Service** into compliance with the **Service Agreement**,
    - 5) it is clear from the **Service Provider's** statement or circumstances that the **Service Provider** will not bring the **Service** into conformity with the **Agreement** for its provision within a reasonable time or without undue inconvenience to the **User**.
  12. A statement of withdrawal from the **Agreement** may be submitted by e-mail, to the address indicated in **§ 1 section 5** of the **Terms of Service**.
  13. The statement of withdrawal from the **Agreement** should include:
    - 1) the e-mail address to which the **Account** was registered,
    - 2) name and surname of the **Service Recipient**,
    - 3) the date of delivery of the **Service**,
    - 4) description of the **Non-Conformity**,
    - 5) indication of the reason for submitting the statement, selected from among the reasons indicated in paragraph 11 above.
  14. In the event of withdrawal from the **Agreement** by the **Service Recipient**, the **Service Provider** deletes the **Account** immediately after receiving the statement of withdrawal from the **Agreement**.
  15. Pursuant to Article 34(1a) of the Consumer Rights Act, in the event of the Service Recipient withdrawing from the **Service** provision **Agreement**, the **Service Recipient** is obliged to stop using the **Service** and making it available to third parties.

**§ 9.**  
**COMPLAINTS**  
**ENTREPRENEURS**

1. The provisions of this paragraph apply only to **Entrepreneurs**.
2. In the event of disclosure of non-compliance of the **Service** with the **Terms of Service**, the **Service Recipient** may file a complaint.
3. The complaint shall be submitted in writing or by e-mail, to the address indicated in **§ 1 section 5** of the **Terms of Service**, no later than within **30 (thirty) days** from the date of disclosure of the **Non-Conformity**.
4. The complaint should include:
  - 1) the e-mail address to which the **Account** was registered,
  - 2) the name of the **Service Recipient**,
  - 3) a detailed description of the **Non-Conformity** revealed,
  - 4) request that the **Service** be brought into conformity with the **Agreement** for its provision.
5. The **Service Provider** may refuse to bring the **Service** into compliance with the **Terms of Service** if this is impossible or would require the **Service Provider** to incur excessive costs.
6. After considering the complaint, the **Service Provider** provides the **Service Recipient** with a response to the complaint, in which:
  - 1) acknowledges the complaint and indicates the planned date of bringing the **Service** into compliance with the **Terms of Service**,
  - 2) refuses to bring the **Service** into compliance with the **Terms of Service** for the reason indicated in paragraph 5 above,
  - 3) rejects the complaint due to its unfoundedness.
7. The **Service Provider** responds to the complaint by e-mail within **14 (fourteen) days** from the date of its receipt. In particularly complicated cases, the deadline for responding to a complaint may be extended to **30 (thirty) calendar days**.

**§ 10.**  
**RIGHT OF WITHDRAWAL**

1. Pursuant to Article 27 et seq. of the Consumer Rights Act, the **Service Recipient** has the right to withdraw from the **Agreement** without giving any reason within **14 (fourteen) days** from the date of its conclusion.
2. The **Service Provider** extends the right to withdraw from the **Agreement** also to **Entrepreneurs**.
3. The **User** exercises the right to withdraw from the **Agreement** by submitting a statement of withdrawal from the **Agreement** to the **Service Provider**. In order to comply with the deadline for withdrawing from the contract, it is sufficient to send a statement before the expiry of the deadline referred to in paragraph 1 above.
4. A statement of withdrawal from the **Agreement** may be submitted by the **Service Recipient** in any form, in particular on the form constituting Appendix No. 2 to the Act on Consumer Rights.
5. In the event of submitting a statement of withdrawal from the **Agreement**, the **Service Provider** shall immediately send the **Service Recipient** a confirmation of its receipt by e-mail.
6. In the event that the **Service Recipient** withdraws from the **Service Agreement**, the **Service Provider** will delete the **Account** immediately after receiving the statement of withdrawal from the **Agreement**.

## § 11.

### CONTENT AND OPINIONS OF THE SERVICE USER

1. The **Service Recipient** may send the **Service Provider Opinions** regarding the services provided by the **Service Provider**.
2. **Opinions** can be submitted by any means, including email.
3. Submitting the **Opinion** does not impose an obligation on the **Service Provider** to publish it.
4. The **Opinion** published by the **Service Provider** may be deleted by the **Service Provider** at any time.
5. It is forbidden to post the **User Content** and **Opinions**:
  - 1) containing false data, contrary to the law, the **Terms of Service** or good morals,
  - 2) contains content that is prohibited by law, incites violence, hatred, or insults any group of people or person,
  - 3) containing content that may infringe personal rights, copyrights, image rights or other rights of third parties,
  - 4) containing advertising, promotional, political, religious or discriminatory content,
  - 5) containing content promoting activities competitive to the **Service Provider**.
6. Each person using the **Application** (hereinafter: the "**Reporter**") is entitled to report the **User Content** or **Opinion** that may violate the **Terms of Service**.
7. Applications can be submitted by:
  - 1) sending a message to **contact@mruki.com**.
8. The notification should include the following information:
  - 1) name and surname or name of the **Reporter** and email address, except for a report concerning information considered to be related to one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU,
  - 2) a clear indication of the exact location of the information, where applicable, additional information enabling the identification of the **User Content** or **Opinion**, according to its type and functionality of the **Application**,
  - 3) a sufficiently justified explanation of the reasons why a given **User Content** or **Opinion** constitutes illegal content,
  - 4) a statement confirming the **Reporter's** good faith belief that the information and allegations contained therein are correct and complete.
9. Upon receipt of the application, the **Service Provider** sends the **Reporter** a confirmation of receipt to the e-mail address indicated by the **Reporter**.
10. In the event that the application does not contain the elements indicated in paragraph 8 above or contains errors, the **Service Provider** may ask the **Reporter** to supplement or correct the application within **14 (fourteen) days** from the date of receipt of the above-mentioned request. In the event that the **Reporter** fails to complete or correct the report within the deadline indicated in the preceding sentence, the **Service Provider** may leave the report unexamined.
11. The **Service Provider** verifies the reported **User Content** or **Opinion** within **14 (fourteen) days** from the date of receipt of a complete and correct application. As part of the verification activities, if necessary, we will ask the applicant to submit the necessary additional information or documents. Until the report is examined, we may block the visibility of the **User Content** or **Opinion**.
12. After verifying the application, the **Service Provider**:
  - 1) removes the **User Content** or **Opinion** that violates the **Terms of Service**,
  - 2) restores the **User Content** or **Opinion** that does not violate the rules resulting from the **Terms of Service** (if its visibility was blocked at the stage of verification of the application),giving the reasons for our decision.

13. In the event of removal of the **User Content** or **Opinion**, the **Service Provider** shall immediately notify both the **Reporter** and the **Service Recipient** who published the removed **User Content** or **Opinion**, providing the justification for its decision.
14. The justification of the **Service Provider's** decision includes:
  - 1) indicating whether the decision involves removing the **User Content** or **Opinion**, blocking its visibility, depositioning or imposing other measures referred to in the **Terms of Service** in relation to this **Opinion** and, where applicable, the territorial scope of the decision and its period of validity,
  - 2) the facts and circumstances on the basis of which the decision was made, including, where applicable, information on whether the decision was made on the basis of a notification made by the **Reporter** or on the basis of voluntary verification activities carried out on the initiative of the **Service Provider** and, where absolutely necessary, the identity of the **Reporter**,
  - 3) where applicable, information on the use of automated means in decision-making, including whether a decision has been made with respect to the **User Content** or **Opinion** detected or identified using automated tools,
  - 4) if the decision concerns potentially prohibited **User Content** or **Opinion**, an indication of the legal basis or contractual basis on which the decision is based, and explanations of the reasons why the **Opinion** is considered to be prohibited on this basis,
  - 5) clear and friendly information for the **Service Recipient** and the **Reporter** on their options to appeal against the decision.
15. A **Service Recipient** whose **User Content** or **Opinion** has been removed or a **Reporter** to whom the **Service Provider** refuses to remove the reported **User Content** or **Opinion**, may file an appeal against the **Service Provider's** decision.
16. An appeal can be filed by:
  - 1) sending a message to **contact@mruki.com**.
17. The appeal should include:
  - 1) name and surname or name of the appellant,
  - 2) e-mail address,
  - 3) a detailed justification why, in the opinion of the appellant, why the **Service Provider's** decision is erroneous and should be changed.
18. The **Service Provider** shall immediately confirm receipt of the appeal by sending a notification to the e-mail address indicated by the appellant.
19. Appeals are considered within **14 (fourteen) days** from the date of their receipt by the **Service Provider's** authorized team (these activities will not be performed in an automated manner, without human involvement).
20. The **Service Provider** notifies the appellant of the decision made as a result of considering the appeal by e-mail, and if at the same time it considers the reported content to be unlawful – it takes action against it provided for in the Terms of Service.
21. Sending the **User Content** or **Opinion** is tantamount to submitting a statement by the **Service Recipient** that he/she is the sole author thereof. The **Service Recipient** bears full responsibility for the **User Content** and **Opinion** content and the consequences of its publication (including infringements of personal rights and intellectual property rights of third parties).
22. Sending the **Opinion** is tantamount to granting the **Service Provider** a free-of-charge, non-exclusive license to use it without time and territorial restrictions in the **Service Provider's** promotional materials (hereinafter: the "**License**").
23. The **License** entitles the **Service Provider** to modify the **Opinion**, if it is necessary to disseminate it in a certain way, without changing its essence and content.

24. The **License** authorizes the **Service Provider** to grant further licenses to any third party of their choice to use the **Opinion**. A further license referred to in the preceding sentence may be granted by the **Service Provider** for a fee or free of charge.

## § 12.

### RESPONSIBILITY AND SERVICE LEVEL

1. The **Service Provider** undertakes to provide the **Services** with due diligence. The service is provided in the "as is" and "as available" models, subject to mandatory provisions of law.
2. Due to the need to perform maintenance work to ensure the highest possible level of availability of the **Application** and **Services**, the **Service Provider** will endeavor to ensure that such maintenance breaks are carried out during times when the **Services** are least used.
3. The Parties exclude the **Service Provider's** liability for the lost benefits of the **Service Recipient**, who is an **Entrepreneur**.
4. The **Service Provider** does not guarantee a specific level of performance, effectiveness or usability of the **Application** in relation to the specific needs and applications of the **Service Recipient**.
5. The **Service Provider** may limit, modify or disable certain functionalities of the **Application** if it is necessary to ensure compliance with the law, decisions of supervisory authorities or guidelines of regulators, without incurring liability to the **Service Recipient**.
6. To the extent permitted by the provisions of the Civil Code and the Act on Consumer Rights, the **Service Provider** shall not be liable to the **Users** for the consequences of:
  - 1) the use by the **Users** of any services or functionalities available within the **Application** contrary to their purpose,
  - 2) providing incorrect or false data by the **Users**,
  - 3) the consequences of the use of data authorizing access to the **Account** by third parties, if such persons came into possession of such data as a result of their disclosure by the **User** or as a result of their insufficient protection by the **User** against access by such persons.
7. To the extent permitted by the provisions of the Civil Code and the Act on Consumer Rights, the **Service Provider** shall not be liable for disruptions in the functioning of the **Application** resulting from:
  - 1) force majeure (which is also considered to be the unavailability of functionalities of key third-party service providers),
  - 2) necessary maintenance works carried out in the **Application**,
  - 3) reasons attributable to the **User**,
  - 4) reasons beyond the control of the **Service Provider**, in particular the actions of third parties for which the **Service Provider** is not responsible.
8. The **Service Provider** undertakes to carry out the works referred to in paragraph 7 point 2 above in the least burdensome way possible for the **Users** and, if possible, to inform them in advance about the planned works.
9. The **Service Provider** undertakes, as far as possible, to remove any disruptions in the functioning of the **Application** on an ongoing basis.
10. The **Service Recipient** undertakes to release the **Service Provider** from liability and to cover all damages, costs and claims of third parties arising in connection with:
  - 1) using the **Application** contrary to the **Terms of Service**,
  - 2) the content of the **Service Recipient**,
  - 3) violation of the law by the **Service Recipient**.

The above includes, in particular, the costs of court proceedings, administrative proceedings and legal services.

11. Upon termination of the **Agreement**, the **Service Provider**:
  - 1) provides access to data for **30 (thirty) consecutive days**,
  - 2) deletes data after this period – at the request of the **Service Recipient**, it may be done earlier.
12. The **Service Recipient** may request a full export of data before deletion.

### § 13.

#### SERVICE PROVIDER'S INTELLECTUAL PROPERTY

1. All components of the **Application** in particular:
  - 1) the name of the **Application**,
  - 2) the logo of the **Application**,
  - 3) photos and descriptions,
  - 4) principles of operation of the **Application**, all its graphic elements, interface, software, source code and databasesare subject to legal protection under the provisions of the Act of 4 February 1994 on Copyright and Related Rights, the Act of 30 June 2000 – Industrial Property Law, the Act of 16 April 1993 on Combating Unfair Competition and other provisions of generally applicable law, including provisions of European Union law.
2. The **Service Provider** grants the **Service Recipient** a non-exclusive, non-transferable, non-transferable license to use the **Application** only to the extent resulting from the selected subscription plan.
3. The license does not cover:
  - 1) the right to modify, copy or decompile the **Application**,
  - 2) the right to make the **Application** available to third parties, unless otherwise stipulated in the **Terms of Service**.
4. Any use of the **Service Provider's** intellectual property without its prior, explicit permission, in violation of the **Terms of Service**, is prohibited.
5. You may not use the **Application** to:
  - 1) creating competitive products,
  - 2) testing, benchmarking or reverse engineering,
  - 3) circumventing technical or licensing limits.
6. The **Service Provider** is entitled to monitor the manner of use of the **Application** to the extent necessary to ensure security, prevent abuse and enforce the **Terms of Service**.
7. Violation of the above rules entitles the **Service Provider** to immediately suspend the **Account** or terminate the **Agreement** without notice.

### § 14.

#### OUT-OF-COURT DISPUTE RESOLUTION CONSUMERS AND ENTREPRENEURS WITH CONSUMER RIGHTS

1. The provisions of this paragraph apply only to **Consumers** and **Entrepreneurs** with Consumer rights.
2. The **Service Recipient** who is a **Consumer** and an **Entrepreneur** with the rights of a Consumer has the opportunity to use out-of-court methods of handling complaints and pursuing claims.

3. Detailed information on the **Service Recipient's** ability to use out-of-court methods of handling complaints and pursuing claims, as well as the rules of access to these procedures, are available at the registered offices and on the following websites:
  - 1) district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection,
  - 2) Provincial Trade Inspection Inspectorates,
  - 3) Office of Competition and Consumer Protection.

**§ 15.  
PERSONAL DATA**

Information on the processing of personal data by the Service Provider can be found in the Privacy Policy available at: [https://splot.mruki.com/en/docs/privacy\\_policy.pdf](https://splot.mruki.com/en/docs/privacy_policy.pdf).

**§ 16.  
CHANGE OF SERVICE  
CONSUMERS AND ENTREPRENEURS WITH CONSUMER RIGHTS**

1. The provisions of this paragraph apply only to **Consumers** and **Entrepreneurs** with Consumer rights.
2. The **Service Provider** may change the **Service** in the event of:
  - 1) the need to adapt the **Service** to newly created devices or software used by **Users** to use the **Service**,
  - 2) the **Service Provider** decides to improve the **Service** by adding new functionalities or modifying existing functionalities,
  - 3) legal obligation to make changes, including the obligation to adapt the **Service** to the current legal status.
3. Changing the **Service** may not entail any costs on the part of the **Service Recipient**.
4. The **Service Provider** informs the **Service Recipient** about the change made to the **Service** by placing a message informing about the changes in the **Account**. Regardless of the change, information about the change may be sent to the **Service Recipients** by e-mail.
5. If the change to the **Service** will significantly and negatively affect access to the **Service**, the **Service Provider** is obliged to inform the **Service Recipient** about:
  - 1) the characteristics and timing of the change,
  - 2) the right of the **Service Recipient** to terminate the **Agreement** with immediate effect within **30 (thirty) days** of making the change.
6. The information referred to in paragraph 4 above shall be sent by the **Service Provider** by e-mail, no later than **7 (seven) days** before the change is made.
7. Termination of the **Agreement** by the **Service Recipient** pursuant to paragraph 4 point 2 above takes place by submitting a statement of termination of the **Agreement** to the **Service Provider**. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in **§ 1 section 5** of the **Terms of Service**.
8. Termination of the **Agreement** for the provision of **Services** pursuant to paragraph 4 point 2 above has the same effects as **§ 8** of the **Terms of Service** provides for in the event of withdrawal from the **Agreement** due to the occurrence of **Non-Conformity**.

## § 17.

### AMENDMENT OF THE TERMS OF SERVICE

1. The **Service Provider** may make changes to the **Terms of Service**, m.in. in the event of:
  - 1) changes in the scope of the **Service Provider's** business,
  - 2) commencement of the provision of new services by the **Service Provider**, modification of services provided so far or cessation of their provision,
  - 3) make technical modifications to the **Application** requiring adaptation of the provisions of the **Terms of Service**,
  - 4) legal obligation to make changes, including the obligation to adapt the **Terms of Service** to the current legal status.
2. The **Service User** will be notified of any changes to the **Terms of Service** by publishing the amended version at:  
**[https://splot.mruki.com/en/docs/terms\\_of\\_service.pdf](https://splot.mruki.com/en/docs/terms_of_service.pdf)**.  
Regardless, the amended version of the **Terms of Service** will be sent to the **Service User** by email.
3. The provisions of the then applicable **Terms of Service** shall apply to contracts concluded before the amendment of the **Terms of Service**.
4. The **User** who does not agree to the amendment of the **Terms of Service** may terminate the **Agreement** for the use of the **Application** with immediate effect within **10 (ten) days** from the date of receipt of the information about the change in the **Terms of Service**. Failure to give notice shall be deemed to be consent to the amendment of the **Terms of Service**.
5. Termination of the **Agreement** for the use of the **Application** shall take place by submitting a statement of termination of this **Agreement** to the **Service Provider**. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in **§ 1 section 5** of the **Terms of Service**.
6. Immediately after receiving the statement referred to in paragraph 5 above, the **Service Provider** deletes the **Account**.

## § 18.

### FINAL PROVISIONS

1. The current version of the **Terms of Service** is effective from **June 20, 2026**.
2. The **Service Provider** may transfer the rights and obligations arising from the **Agreement** to another entity as part of the restructuring, sale of the enterprise, capital group.
3. If any provision of the **Terms of Service** is found to be invalid, the others shall remain in full force.
4. The **Terms of Service** constitute the entire agreement of the Parties and supersede all previous arrangements.
5. Failure to enforce the provisions of the **Terms of Service** does not constitute a waiver of the right to enforce them at a later date.
6. The Terms of Service are governed by Polish law. Any disputes under these Terms of Service shall be resolved through amicable negotiations, and in the event that no agreement is reached - before a common court competent for the registered office of the **Service Provider**.
7. In the event that the Terms of Service are made available in other language versions, the Polish version is binding.
8. The provisions of the **Terms of Service** do not violate the mandatory provisions of law applicable to the place of residence of the **Consumer**.

9. In matters not regulated in the **Terms of Service**, the provisions of generally applicable Polish law will apply.