

## RACCOON.RECOVERY v0.1

### TERMS OF USE

These Terms of Use were posted on July 26, 2021 and are effective for new and existing Users of Raccoon.Recovery v0.1 (Application and Website tools).

THESE TERMS OF USE INCLUDE A BINDING ARBITRATION CLAUSE. THIS PROVISION AFFECTS YOUR RIGHTS TO RESOLVE DISPUTES WITH RACCOON AND YOU SHOULD REVIEW IT CAREFULLY. YOUR CHOICE TO ACCESS OR USE THE APPLICATION OR WEBSITE TOOLS CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF USE AND ACKNOWLEDGEMENT OF OUR [PRIVACY POLICY](#), WHICH IS INCORPORATED INTO THE TERMS OF USE. IF YOU DISAGREE WITH ANY PART OF THE TERMS OF USE, THEN YOU ARE NOT PERMITTED TO USE OUR APPLICATION OR WEBSITE TOOLS.

Please feel free to contact us through our [Support Service](#) if you have any questions or suggestions.

#### 1. KEY DEFINITIONS

**"Data"** means all types of data mentioned hereof including, but not limited to User Data and Personal Data;

**"Identifier"** means the security code using which End Users can access the Exercises Table on the Application or Website tools;

**"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or non-registrable, registered or unregistered, including any application or right of application for such rights including but not limited to copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;

**"Personal Data"** has the meaning given to it in the Data Protection Laws applicable in the EU from time to time;

**"Support Services"** means 24/7 User support in relation to the use of, and the identification and resolution of errors in the Application or Website tools;

**"Update"** means a hotfix, patch or minor version update to any Platform, Application and/or Website tools software;

**"Upgrade"** means a major version upgrade of any Platform, Application and/or Website tools software.

**"User Data"** means all data, works and materials: uploaded to the Application or Website tools, supplied or stored on the Platform by or on behalf of the User; processed by the Platform or generated by the Platform as a result of the use of the Application or Website tools by the User (but excluding analytics data relating to the use of the Platform and server log files) and regulated herein as well as by the Privacy Policy, published on our website.

**"Website tools"** mean the tools on our website (<https://raccoon.world/>) related to the Application, which enable Users to (1) create the Exercises Table, and/or (2) do exercises that they have learned according to the instructions provided in the Exercises Table that shall be created by ET Creator, and using video lessons, available on the Platform.

More definitions provided in the Terms of Use below. Some definitions, the meaning of which was not given prior to its use in this document, provided in the Terms of Use below.

#### 2. GENERAL PROVISIONS

2.1. The text of this document is the Terms of Use of the Raccoon.Recovery v0.1 - Website tools and a software for devices operating by Android OS (the **"Application"**), - which enables End Users to do exercises that they have learned according to the instructions provided in the list of exercises that shall be created by ET Creator (**"Exercises Table"**), and using video lessons, available on the aggregated cloud based video storages (the **"Platform"**).

2.2. The Application and Website tools are provided by Raccoon Technologies Poland Sp.z o.o, a legal entity acting on the basis of legislation of Poland, with registered address in Krakow, Poland (the “**Provider**” and/or the “**Raccoon**” and from time to time “**we**” and “**us**”).

2.3. The User of the Application and Website tools (the “**User**”, “**you**”, “**your**”) is (1) a natural person who accesses the Application or Website tools for the purpose of performing the physical exercises listed in the Exercises Table(s) to which he/she has access (“**End User**”), or (2) a natural person that creates the Exercises Table using Website tools, and sends the Identifier to End User(s) or potential End User(s) to their email addresses (“**ET Creator**”).

2.4. The Application and Website tools are aimed at the Users residing within European Union only. You will not be able to enjoy our service if you reside outside the EU.

2.5. The Provider does not offer any independent medical services. Therapy-related statements by the ET Creator about the created Exercises Table(s) and the Application or Website tools are their personal responsibility. We do not warrant that the Exercises Table(s) for which you received the Identifier is good for you, and End Users agree to use it at their own risk. The Application and Website tools only serve to supplement a therapy and is not suitable or intended for exclusive remote treatment. The use of Application and/or Website tools cannot replace a traditional visit to a doctor or therapist. For a final and comprehensive therapy or treatment, a visit to a doctor or therapist on site or, in urgent cases, to an emergency room is essential. Special professional regulations and restrictions apply to medical care over the Internet. The range of services is therefore limited to the current legal options. Special notes in the description of services and provision of services are binding.

2.6. The Application and/or Website tools do not constitute a medical device or any type of medical advisor. The Application and/or Website tools are not expected to diagnose, treat, cure or prevent any disease or injury. To the maximum extent permitted by applicable law, you expressly agree that we are not providing medical advice via the Application and/or Website tools. **Should you have any health-related questions, please call or see your physician or other healthcare provider promptly. If you have an emergency, call your physician or your local emergency services immediately.**

2.7. You must be at least 18 to use Raccoon.Recovery v0.1 (Application and Website tools). If you are under the age of 18, you may use our Application or Website tools only with the supervision and consent of a parent or guardian. No individual under these age limits may use the Application and/or Website tools, or provide any Personal Data to Raccoon (e.g., an email address).

2.8. These Terms of Use constitute legally binding agreement between the User and the Provider.

2.9. Please read this Terms of Use carefully as it will regulate relations between the User and the Provider in the course of the use of the Application, the Website tools and the Platform. By using the Application and Website tools, the User agrees to be bound by the terms and conditions stated herein. The User claims and warrants that she/he has full legal authority to accept these Terms of Use and to be legally bound by it and that the User achieved the age of legal majority under the laws or regulations in her/his jurisdiction, otherwise this Terms of Use should be accepted by the official legal representative of the User, who is under this age.

2.10. The Terms of Use is an official document published on the Provider’s website at <https://raccoon.world/documents/legal-documents/rr-terms-of-use-and-privacy-policy.pdf>.

### **3. SUBJECT OF THE AGREEMENT AND ACCEPTANCE OF THE TERMS OF USE**

3.1. Under the terms of these Terms of Use, the Provider is obliged to provide the Application and Website tools, and the User is obliged to use the Application and Website tools properly.

3.2. In consideration for the User’s consent to follow the Terms of Use, the Provider grants to the User a non-transferable, non-exclusive, worldwide license to use the Application, the Platform and Website tools only in order the User could use the Application, the Platform and/or Website tools. **No other license is granted.** The User may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative

works from, transfer, or sell any information from the Application, Website tools and/or the Platform without the Provider's direct prior written consent.

3.3. When the User starts to use the Application or Website tools, directly or indirectly submits, stores, sends or receives data to, or from the Application and/or Website tools, the User give/grant to the Provider, as well as its representatives, agents, employees, a worldwide, non-exclusive, royalty-free, perpetual, irrevocable license to use, host, store, create derivative works, reproduce such data, excluding private data not being impersonalized. The rights that the User grants by this license are for the limited purpose of operating, performing and improving our Application, Website tools and Platform, and to develop new ones. This license shall survive termination or suspension of these Terms of Use notwithstanding the reason of such termination or suspension.

3.4. The Application and/or Website tools usage procedure starts with filling in a special form consisting of Exercises Table and list of recipients email addresses only filled in by the ET Creator for the End Users. To create the Exercises Table ET Creator shall accept these Terms of Use and use our Website tools. To complete the Exercises Table ET Creator need to add the following information to the Exercises Table form:

- exercises from our Platform;
- exercise course start date;
- exercise course end date;
- exercises duration;
- number of sets of exercises;

3.5. After the form of the Exercises Table is filled, ET Creator can send the Identifier to the recipients through our Website tools. The recipients specified in such a list of recipients will receive an email with an Identifier for created Exercises Table. After using the Identifier the End User first faces the Terms of Use and only after acceptance of the latter he/she can access the Application and/or Website tools. In the case if the person rejects these Terms of Use, we will not store any of their data provided for the purpose of Application or Website tools usage.

3.6. The End User can access the Exercises Table through the Application and/or Website tools. To use the Application you have to download it from Play Market using the following link <https://play.google.com/apps/testing/com.RRMobile.RaccoonTechnologiesPoland>. To access the Website tools you shall use the following link <https://raccoon-recovery.bubbleapps.io/>. Such links may be sent along with the Identifier by email. End Users do not need to pass the registration procedure and create the account to obtain the access to the Application and/or Website tools.

3.7. To access the Application and/or Website tools you need to use the Identifier of Exercises Table that you received by email. You can download more than one Exercises Table, but before that please make sure that you are allowed to do such exercises by contacting your doctor or medical specialists.

3.8. In case if you use an Identifier to access and use the Application and/or Website tools, you are solely responsible for all your activities in the Application and/or Website tools as an End User.

**3.9. End Users acknowledge and accept that the Provider does not filter or moderate Exercises Tables created through our Website tools. We do not warrant that any or every of the Exercises Tables were created by doctors, medical specialists and/or certified physiotherapists. By using the received Exercises Table End User warrants that he/she is aware who sent it to him/her and for what purposes. End Users acknowledge and accept that the use of the Exercises Table if they do not know the ET Creator of such Exercises Table is prohibited.**

3.10. When clicking the box "I accept Terms of Use" in the Application or on our website in the Website tools, the User by its actions confirms the acceptance of the provisions of these Terms of Use, agrees with all the provisions hereof, his/her rights and duties stated therein, agrees for the Personal Data collection and processing by the Provider and becomes the User under the terms of these Terms of Use, or in case the User is under the age of legal majority, the approval of the official legal representative or guardian of the User, who is under this age.

3.11. In view of the foregoing, the User must carefully study the text of this document. In the event that the User does not agree with any Terms of Use hereto, s/he may click the button "Cancel", and reject the use of the Application or Website tools.

3.12. Within the Application and Website tools the Provider collects, processes and stores the following Data about the Users:

End User: contact email address, sessions times and dates in the Application and/or Website tools, training status in the Application and/or Website tools during the last 24h;

ET Creator: sessions times and dates using Website tools and created Exercises Table.

3.13. To learn more about the collection, processing, storage and transmission of the User's Personal and other Data, please refer to the [Privacy Policy](#).

3.14. The User is solely responsible for all activity in connection with access to the Application and Website tools through his/her device, and for the security of his/her operating systems, and in no event shall the Provider be liable for any loss or damages relating to any misuse.

3.15. The End User can stop using the Application and/or Website tools at any time without notifying the Provider. But the Provider reserves the right in any time without liability at its sole discretion to limit, suspend or revoke the End User's access to the Application and/or Website tools in case of any breach of these Terms of Use.

#### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1. The Provider undertakes:

- a) Organize and ensure the proper functioning of the Application and Website tools.
- b) Use all the User's Data only in relation to work and improvement of the Application and/or Website tools, do not transfer or show to unauthorized third parties information about the Users.
- c) To provide relevant, timely and sufficient Support Service.

4.2. The Provider has the right to receive from the User all the Data necessary to fulfill its obligations hereunder.

4.3. The User is obliged to:

- a) Use the Application and Website tools only within the limits of those rights and in the ways provided for in the Terms of Use;
- b) Refrain from distribution (copying), publication of the Application, Website tools or any parts thereof;
- c) Refrain of any use of the Application, Website tools or its parts by any third parties;
- d) Provide the Provider with the consent to the Terms of Use and Privacy Policy necessary for collection and processing of his/her Data prior to any Data submission to the Application or Website tools according to the procedure stated herein.
- e) Refrain of attempts to access or derive the source code or architecture of the Application, Website tools and the Platform software;
- f) Do not use the Application and/or Website tools in any way that causes, or may cause, damage to the Application, Website tools or the Platform or impairment of the availability or accessibility of the Application or Website tools;
- g) Refrain of attempts to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application, Website tools or software included into the Platform;

- h) Refrain of attempts to probe, scan or test the vulnerability of the Platform, or any associated system or network, or to breach any security or authentication feature or measures of the Platform;
- i) Do not use the Application and/or Website tools in any way that is unlawful, illegal, fraudulent or harmful;
- j) Do not use the Application and/or Website tools in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- k) Do not interfere or attempt to interfere with Application and/or Website tools to any User, host or network, including, without limitation, by means of submitting malicious software or computer code to the Application, Website tools or the Platform, load testing, overloading, "flooding," "spamming," "mail bombing," "crashing,";
- l) Do not use or access any services, software in order to build a competitive product, service or solution;
- m) Use all reasonable endeavors, to ensure that no unauthorized person may gain access to the Application and/or Website tools;
- n) Use all reasonable endeavors to prevent any unauthorized access to, or use of, the Application, Website tools and/or the Platform by any unauthorized third parties and, in the event of any such unauthorized access or use, promptly notify the Provider.

4.4. The User has the right to carry out any actions related to the functioning of the Application and/or Website tools in accordance with its purpose stated hereto.

## **5. PAYMENT**

5.1. The usage of the Application and/or Website tools is free of charge for all Users.

5.2. To the maximum extent permitted by applicable laws, we may change the payment terms and set the prices for services offered through the Application and Website tools at any time. We will give you reasonable notice of any such change by posting the prices or new prices on or through the Application or our website. If you do not wish to pay for access to the Application and/or Website tools, you can stop using the Application and Website tools prior to the change going into effect.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1. The User acknowledges that all rights in and to the Application, Website tools, the Platform and its content, including visual interface, graphics, design, video and text materials, compilations, computer code, software and all other elements of the Application, Website tools and the Platform are and shall remain the Provider's sole property.

6.2. Except as expressly stated herein, the Terms of Use does not grant the User any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Application, Website tools and the Platform.

6.3. The Provider confirms that it has all the rights in relation to the Application, Website tools and the Platform that are necessary to grant all the rights the Provider purports to grant under, and in accordance with these Terms of Use.

6.4. If you believe Raccoon content infringes copyright or trademark under EU, U.S. or other national law, please notify us immediately using the contact information provided herein. It is our policy to investigate any allegations of infringement brought to our attention. Please provide us with the following information in your notice of a suspected violation:

- Identification of the material being infringed.
- Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.
- Contact information for the notifying party (the "**Notifying Party**"), including name, address, telephone number, and email address.

- A statement that the Notifying Party has a good faith belief that the material is not authorized by the owner, its agent or law.
- A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the owner.
- A physical or electronic signature of a person authorized to act on behalf of the owner of the material that has been allegedly infringed.

6.5. Your notice must be signed (physically or electronically) and must be addressed as follows:

Raccoon Technologies Poland Limited Liability Company, 4 Kacik street, 30-549 Krakow, Poland.

[privacy@raccoon.world](mailto:privacy@raccoon.world)

## **7. RIGHT TO MODIFICATIONS**

7.1. The Provider may from time to time modify, alternate or change design, functionality or information contained on the Application, Website tools and/or the Platform at its own discretion without any prior notice to the User.

7.2. The Provider reserves the right to change the Terms of Use. The Provider will notify the User about such changes in any legal documents, including the Terms of Use, and/or any other kind of legal and information document regarding the Application, Website tools and the Platform, and/or any other area of relations between the User and the Provider, through the Application or our website. The updates become legally binding after the posting of the renewed Terms of Use on the Application or our website. The User's use of the Application and/or Website tools following any such update or revision constitutes his/her agreement to be bound by and comply thereof as updated or revised.

7.3. No modification to those Terms of Use or any other legal document within the Application or Website tools by the User is allowed. Any abovementioned modification, alteration, change of any kind without the Provider's express written consent shall be negligent.

## **8. THIRD-PARTY APPLICATIONS**

The User may be able to access certain third-party links, applications, content, services or activities ("**Third-Party Applications**") via our Application or Website tools. If you choose to access these Third-Party Applications, you may be requested to log-in and sync your accounts with such applications. You are in no way obligated to use any Third-Party Applications, your access and use of such applications is entirely at your own risk, and we have no associated liability. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available by any Third-Party Applications. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Third-Party Applications.

## **9. DEVICE CONSIDERATIONS**

To use or access our Application and/or Website tools you will need a compatible device. We cannot guarantee the Application and/or Website tools will be compatible with, or available on, your device.

## **10. PHYSICAL ACTIVITY**

10.1. It is important to us that End Users stay healthy while achieving their training goals. Please be responsible and use your best judgment and common sense. We provide our Application and Website tools for information purposes only, and can't be held liable if you get injured or something goes wrong.

10.2. Raccoon cares about your safety. By using our Application and/or Website tools, you agree, represent and warrant that you have received consent from your physician to participate in trainings, exercises or any of the related activities made available to you in connection with the Application and/or Website tools.

10.3. Except as otherwise set out in these Terms of Use, and to the maximum extent permitted by applicable law, we are not responsible or liable, either directly or indirectly, for any injuries or damages sustained from your physical activities or your use of, or inability to use the Application and/or Website tools, even if caused in whole or part by the action, inaction or negligence of Raccoon or its Users.

## 11. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

11.1. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF USE, NEITHER THE PROVIDER NOR ITS LICENSEES, VENDORS, AGENTS, AFFILIATES MAKE ANY SPECIFIC PROMISES, WARRANTIES OR REPRESENTATION ABOUT THE APPLICATION, WEBSITE TOOLS AND/OR THE PLATFORM. THE APPLICATION AND WEBSITE TOOLS ARE PROVIDED ON “AS IS” AND “AS AVAILABLE” BASIS.

11.2. THE PROVIDER DOES NOT MAKE ANY STATEMENTS OR GIVE ANY WARRANTIES ABOUT THE RESULTS OBTAINED BY USING THE APPLICATION AND/OR WEBSITE TOOLS, THE SPECIFIC FUNCTIONS OF THE APPLICATION, WEBSITE TOOLS, THE PLATFORM OR IT’S RELIABILITY, AVAILABILITY, ACCURACY OR ABILITY TO MEET YOUR NEEDS. THE PROVIDER DOES NOT WARRANT THAT ACCESS TO THE APPLICATION OR WEBSITE TOOLS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION, WEBSITE TOOLS OR THE PLATFORM WILL BE CORRECTED. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVIDER EXCLUDES ALL SUCH WARRANTIES.

11.3. THE PROVIDER ACKNOWLEDGES AND AGREES THAT THE APPLICATION AND WEBSITE TOOLS HAVE THE AUXILIARY PURPOSE ONLY WITHIN THE TRAINING OF THE END USER. IN ANY CASE THE CONTENT PROVIDED BY THE APPLICATION AND/OR WEBSITE TOOLS SHALL BE SUBJECT FOR FURTHER REVIEW BY YOUR MEDICAL SPECIALIST. THE PROVIDER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY RESULTS OF THE APPLICATION OR WEBSITE TOOLS USE, ITS INTERPRETATION AND CONSEQUENCES OF SUCH INTERPRETATION.

11.4. THE PROVIDER AND ITS LICENSEES, VENDORS, AGENTS, AFFILIATES WILL NOT BE RESPONSIBLE FOR LOST OF PROFITS, REVENUES OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED BY THE USER.

11.5. UNDER NO CIRCUMSTANCES WILL THE PROVIDER AND ITS LICENSEES, VENDORS, AGENTS, AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

## 12. INDEMNIFICATION

**If you are a resident of France or Germany:** You agree to indemnify and hold Raccoon, its subsidiaries, suppliers and other partners harmless from any claim or demand as result of your negligent or intentional behavior, including reasonable accounting and attorneys’ fees, made by any third party due to or arising out of (a) your violation of these Terms of Use, (b) your use or misuse of any User’s Personal Data, (c) any violation of the rights of any other person or entity by you. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under the Terms of Use, and you agree to cooperate with our defense of these claims.

## 13. LOGOS USE

13.1. The Provider hereby grants to the User limited, non-exclusive, non-transferable, non-sublicensable, royalty-free and revocable license to use its logos “Raccoon. Recovery”/”Raccoon.World” for the limited purposes subject to the terms and conditions of these Terms of Use.

13.2. The User is not permitted to make any changes to the Provider’s logo, including, but not limited to:

- a) Distort the logo by scaling disproportionately;
- b) Adjust the colors of or add gradients to the logo;
- c) Change the typeface;
- d) Reconfigure the logo or add embellishments like drop shadows;

- e) Outline the logo;
- f) Size the logo so small that it is not readable;
- g) Manipulate or alter the logo in any other way.

13.3. The User agrees not to challenge or assist others to challenge the Provider's logo (except to the extent such restriction is prohibited by applicable law), and the User agrees not to register or attempt to register any domain names, trademarks, trade names, or other distinctive brand features that are confusingly similar to those of the Provider.

13.4. The Provider reserves the right in its sole discretion to terminate or modify the User's permission to display the Provider's logo and to take action against any use that does not conform to the terms and conditions set forth herein, infringes any Provider's intellectual property or other right, or violates applicable law. Any use of the Provider's logo without its prior written permission, other than as specifically authorized by this Terms of Use, is strictly prohibited.

## 14. USER DATA

14.1. The User grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, process, edit and translate the User Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under these Terms of Use.

14.2. The User warrants to the Provider that the User Data when used by the Provider in accordance with these Terms of Use will not infringe the Intellectual Property Rights, health data protection rules or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

14.3. The purpose of User Data collection is as follows: sending the Identifier to the End User or potential End User; improving User experience with the Application and Website tools; protecting from misuse.

14.4. **The Provider keeps most of the User Data within only one day, and does not create a back-up copy of such User Data (including but not limited to the email address of End User). We are not storing your Personal and User Data longer than it is necessary for sending you the Identifier of the Exercises Table or providing services through the Application and/or Website tools.** We will also retain your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

14.5. The User shall only supply to the Provider, and the Provider shall only process the Personal Data for the purposes specified herein.

14.6. Notwithstanding any other provision of these Terms of Use, the Provider may process the Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the User of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

14.7. The Provider may engage a third party to process the Personal Data, ensuring that such sub-processors comply with the requirements of GDPR with respect to the issues of Personal Data protection and general data security. The Provider shall inform the User within the reasonable term of any intended changes concerning the addition or replacement of any third-party processor, and if the User objects to any such changes before their implementation, then the User may stop using the Application or Website tools. The Provider shall ensure that each third-party processor is subject to equivalent legal obligations as those imposed on the Provider by this clause.

14.8. Data subject under this agreement is the User: both End User and ET Creator.

14.9. The Provider shall establish the security in accordance with Article 28 Paragraph 3 Point c, and Article 32 GDPR in particular in conjunction with Article 5 Paragraph 1, and Paragraph 2 GDPR. The measures to be taken are measures of data security and measures that guarantee a protection level appropriate to the risk concerning confidentiality, integrity, availability and resilience of the systems. The state of the art, implementation costs, the nature, scope and purposes of processing as well as the probability of occurrence and the severity of the risk to the rights and freedoms of natural persons within the meaning of Article 32 Paragraph 1 GDPR must be taken into account.



## 15. OTHER PROVISIONS

15.1. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision; the remainder of the Terms of Use shall continue in effect.

15.2. These Terms of Use are governed by laws of Poland. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

15.3. All disputes related to these Terms of Use shall be resolved by negotiations between the parties, which agree to make all efforts to resolve the dispute. If the Parties fail to reach consent, the disputes shall be resolved by arbitration under the London Court of International Arbitration (LCIA), which Rules are deemed to be incorporated by reference into this clause.

15.4. In addition, both the Provider and the User agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or representative basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative or private attorney general action, or as a member in any such class, collective, representative or private attorney general proceeding.

15.5. **If you are a resident of the European Union:** Notwithstanding anything in these Terms of Use to the contrary, if there is a dispute that you and Raccoon cannot resolve, you have the right to submit a complaint through <http://ec.europa.eu/consumers/odr>. Other than as set out in these Terms of Use, we do not participate in any ADR scheme.

15.6. In addition, nothing in these Terms of Use limits your rights to bring an action against Raccoon in the local courts of your place of domicile. All disputes arising under the Terms of Use between you and Raccoon will be subject to the non-exclusive jurisdiction of the courts located in your place of domicile, or the courts located in England, and you and we hereby submit to the personal jurisdiction and venue of these courts.

## 16. MISCELLANEOUS

16.1. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of the Terms of Use or your use of the Application and/or Website tools. The Terms of Use constitute the entire agreement between you and us with respect to your use of the Application and Website tools.

16.2. Our failure to exercise or enforce any right or provision of the Terms of Use does not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

16.3. You may not assign, delegate, or otherwise transfer your access to the Application or Website tools, or your obligations under these Terms of Use without our prior written consent. We have the right, in our sole discretion, to transfer or assign all or any part of our rights under these Terms of Use and will have the right to delegate or use third-party contractors to fulfill our duties and obligations under these Terms of Use and in connection with the Application and/or Website tools.

16.4. Our notice to you via email, or notices or links displayed in connection with the Application or Website tools constitutes acceptable notice to you under the Terms of Use. We are not responsible for your failure to receive notice if email is quarantined by your email security system (e.g., "junk" or "spam" folder) or if you fail to update your email address. Notice will be considered received forty-eight hours after it is sent if transmitted via email. In the event that notice is provided via links displayed in connection with the Application or Website tools, then it will be considered received twenty-four hours after it is first displayed.

16.5. These Terms of Use constitute the entire agreement between the User and the Provider with regard to its subject matter and supersedes any and all prior negotiations, representations and agreements, whether written or oral, made between the User and the Provider.

## **RACCOON.RECOVERY v0.1**

### **PRIVACY POLICY**

This Privacy Policy was posted on 26 July, 2021 and is effective for new and existing users of Raccoon.Recovery v0.1(Application and Website tools).

#### **1. INTRODUCTION AND REMARKS**

##### **1.1. About Us**

Operator of this Application and Website tools, and responsible person in the sense of the General Data Protection Regulation (GDPR) is

**Raccoon Technologies Poland Limited Liability Company**, 4 Kacik street, 30-549 Krakow, Poland (referred to as the “**Raccoon**” as well as “**we**”, “**us**” etc.).

##### **1.2. Our Core Principles**

With this Privacy Policy we would like to inform you how we process personal data while providing you with the **Raccoon.Recovery v0.1** - Website tools and software for devices operating by Android OS (the “**Application**”), - which enables End Users to do exercises that they have learned according to the instructions provided in the list of exercises that shall be created by ET Creator (“**Exercises Table**”) and using video lessons, available on the aggregated cloud based video storages (the “**Platform**”). The protection of your privacy is of the utmost importance to us, which is why it goes without saying that we comply with the statutory provisions on data protection.

Please read this Privacy Policy carefully, as your access to and use of the Application and/or Website tools signifies that you have read and understood the terms within this Privacy Policy. If you do not agree with any part of this Privacy Policy or our Terms of Use, please do not access or continue to use the Application or Website tools, or otherwise submit your Data.

You can find the definitions of terms that are not specified in this Privacy Policy, in our [Terms of Use](#).

##### **1.3. What Data is Being Logged by Default**

When you use our Application and/or Website tools, so-called log files (activity logs) are automatically transmitted to our servers. As a general rule, this is not Personal Data and this information is not mixed with other data processed by us.

Log Files

- Time and date of the Application and/or Website tools visit;
- Information about User activity in the Application and/or Website tools;
- Server Logs.

We may create de-identified or anonymous data from Personal Data by excluding data components (such as your email address) that makes the data personally identifiable to you, through anonymization or through other means. Our use of anonymized and de-identified data is not subject to this Privacy Policy.

##### **1.4. Data Provision Stipulated or Required**

The provision of Personal Data is necessary and obligatory. Without the transmission of technically necessary information the presentation and functionality of our Application and/or Website tools is not guaranteed.

## 1.5. Additional Information

Our services are not specifically aimed at children and teenagers under the age of 18. A transfer of Personal Data to us should not take place without the consent of parents. If we become aware that a child has submitted information to Raccoon, we delete this information immediately. We encourage parents to instruct their children to never give out their real names, addresses, or phone numbers, without permission, when using the Internet.

Our Application and/or Website tools may contain links to other websites or applications for whose content, function and compliance we are not responsible. Please inform yourself about the data protection regulations of the respective web pages with the respective operators.

## 1.6. Data Retention

We will retain your Personal Data for as long as necessary to provide you access to the Application and/or Website tools, or provide the services through the Application and/or Website tools. We will also retain your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

When we no longer need to process your Personal Data for the purposes set out in this Privacy Policy, we will delete your Personal Data from our systems.

Where permissible, we will also delete your Personal Data upon your written request to the [Support Service](#).

If you have questions about our data retention practices, please contact us through our [Support Service](#).

## 1.7. Security

We implement appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Please be advised, however, that we cannot fully eliminate security risks associated with the storage and transmission of Personal Data.

## 2. USER RIGHTS

### 2.1. Legal Basis for Data Processing

The General Data Protection Regulation (GDPR) provides various legal bases on which Personal Data can be legally processed. We base the processing of your data on the following legal principles:

- your consent, if you have given us such consent (Art. 6 para. 1 lit. a) GDPR)
- the initiation or execution of a contract with you (Art. 6 para. 1 lit. b) GDPR)
- the fulfilment of a legal obligation (Art. 6 para. 1 lit. c) GDPR)
- from a legitimate interest pursuant (Art. 6 para. 1 lit. f) GDPR)

### 2.2. Storage Period of the Collected Data

We store your data,

- if you have consented to the processing at most until you revoke your consent;
- if we need the data for the execution of a contract, at the most as long as the contractual relationship with you exists or legal retention periods run;
- if we use the data on the basis of a justified interest, at the most as long as your interest in deletion or anonymization does not prevail;
- if legal (e.g. commercial code, tax code) exist, until the end of these storage obligations.

### **2.3. Data Sources**

Along with data received from you including but not limited to through the Application and Website tools, they will come from the following sources:

- End User Data can be received from End User and/or ET Creator; and
- ET Creator Data can be received from ET Creator.

The list of the data received:

- End User: contact email address, sessions times and dates in the Application and/or Website tools, training status in the Application and/or Website tools during the last 24h;
- ET Creator: sessions times and dates in Website tools and created Exercises Table.

The email address of the End User, and filled Exercises Table are the required information mandatory for the access to the Application and/or Website tools.

### **2.4. Your Rights as a Data Subject**

As a data subject within the meaning of the General Data Protection Regulation (GDPR), you have the right to:

- request free information about the processing of your data and to receive a copy of your personal data. You may request information on, among other things, the purposes of the processing, the categories of personal data to be processed, the recipients of the data (if disclosed), the duration of the retention or the criteria for determining the duration;
- correct your data. If your personal data are incomplete, you have the right to complete them, taking into account the purposes for which they are processed;
- delete or block your data. Reasons for the existence of a cancellation/blocking claim can include, among others:
  - a) the revocation of the consent on which the processing is based, b) the data subject objects to the processing, c) the personal data have been processed unlawfully;
- restrict the processing;
- object to the processing of your data;
- revoke your consent to the processing of your data for the future; and
- complain to the competent supervisory authority about unauthorized data processing.

### **2.5. Purpose of Processing**

We process your data for the following purposes:

- For corresponding with you,
- On quality assurance and statistics,
- In order to provide our service,
- To consider your application.

### **2.6. Legitimate Interests**

When processing your data, we pursue the following legitimate interests:

- The improvement of our offer,
- The production of statistics,
- Marketing purposes,
- The storage of our correspondence with you.

### **2.7. In Which Cases Your Data Will Be Forwarded**

For the operation of our online presence, our Platform, our Application and Website tools we cooperate with various service providers. In addition, your Data will be passed on to parties that are unavoidable for the fulfilment of contractual obligations or where there is a legal obligation to pass them on.

**We do not sell any Personal Data.**

Services for the operation of our Application and Platform:

- Data Storage and Server Provider
- Service provider for development services
- Customer support software provider
- Email provider

Other services:

- Receivables management
- Call center service provider
- Proofreading and translation service providers
- Telecommunications provider
- Postal, delivery and forwarding services
- Lawyers, auditors and tax consultants

### **3. DATA RECIPIENTS**

When processing your Data, we work with the following service providers who have access to your Data:

#### **3.1. Third Parties**

We use service of data analysis of **Raccoon Technologies Ukraine LLC**

ADDRESS: Kyiv, Olesya Honchara Street, 65-A, 01054, Ukraine

PURPOSES OF USE AND DATA PROCESSING: development of further iterations of the software, machine learning.

Therefore, we PROCESS your e-mails and contact details provided by you, if any.

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER <https://raccoon.world/privacy-policy/>

A WAY TO OBJECT PROCESSING: you have the right to withdraw your consent by referring to [privacy@raccon.world](mailto:privacy@raccon.world) at any time, but this will not affect any processing that has already taken place

You can check the cookies policy and options here <https://raccoon.world/privacy-policy/>

#### **3.2. Web Analytics**

##### **Google Analytics**

We use the Google Analytics service of **Google Ireland Limited**,

ADDRESS: Gordon House, 4 Barrow Street, Dublin, D04 E5W5, Ireland.

Cookies are used to collect and analyse usage data on our website so that we can optimise and improve our services. We use the anonymisation extension "\_anonymizd" for the anonymised recording of the IP address.

We use Facebook Pixel of the company **Facebook Ireland Ltd**

ADDRESS: 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland

PURPOSES OF DATA USE AND DATA PROCESSING: analysis of the users behavior on our facebook page.

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://www.facebook.com/policy.php>

#### **3.3. Advertising Services**

##### **Facebook Custom Audience**

On our website we use the service Facebook Custom Audience of **Facebook Ireland Ltd**, 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland which is integrated via the Facebook pixel. When you visit our website, a direct connection is established to the Facebook servers, to which it is transmitted which of our pages you have visited. If you are logged in on Facebook, this data is assigned to your personal Facebook account by Facebook. We can also determine whether the User was directed to our site by clicking on one of our Facebook ads. This helps us to display our advertisements ("Facebook Ads") only to Users who have an interest in our offer, and to optimise them.

Facebook's data use policy: <https://www.facebook.com/policy.php>

If you are registered and logged in to Facebook, you can edit your advertising preferences under "Settings" in your profile under "Advertising settings".

### **Facebook Lookalike Audience**

We use Facebook Lookalike Audience of **Facebook Ireland Ltd.**, 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland to display interest-based advertising for our service. Through our custom audience, Facebook uses the data collected there to determine a target audience whose interests are similar to those of the custom audience, so that they can see our advertising.

Facebook's data use policy: <https://www.facebook.com/policy.php>

If you are registered and logged in to Facebook, you can also edit your advertising preferences in your profile under "Settings" under "Advertising settings".

### **3.4. Hosting**

We use Twilio email hosting of **Twilio Inc.** to send emails and notifications to the Users, as well as for the business correspondence with contractors, customers, partners etc.

ADDRESS: 375 Beale Street, Suite 300 San Francisco, CA 94105

PURPOSES OF USE AND DATA PROCESSING: sending emails and notifications to the Users, business correspondence with contractors, customers, partners etc.

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER - <https://www.twilio.com/legal/privacy>

### **3.5. Making contact**

We may provide emails or forms to which visitors of our website can send us questions or comments, or which visitors can use to request customer support. In the process of receiving and responding to such requests, we may collect personal information about you, such as your email address or any other personal data contained in the body of your email message. By allowing you to send us these requests, we are not attempting to solicit personal information from you.

We only use the information for the purpose of responding to your questions and/or comments or to provide customer support. In most cases, your message is deleted immediately after we've resolved your inquiry; however, in some instances, copies of your requests may be kept on file for our records, for quality control purposes, or to provide ongoing support services you have requested. If we have actual knowledge that the person with whom we're communicating is a child under the age of 18 (or older, if applicable law provides for different protections), we delete the child's e-mail address and message immediately after responding.

### **3.6. Communication, CRM, Messenger, Video Conference, Chatbots**

#### **Cloud services**

We use the cloud data storage service of **Amazon Web Services EMEA SARL.**

ADDRESS: 38 Avenue John F. Kennedy, L-1855, Luxembourg

PURPOSES OF USE AND DATA PROCESSING data storage for provision of our services, storage of encrypted data, ensuring data security

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER:  
<https://aws.amazon.com/ru/compliance/data-privacy-faq/>

We use a virtually dedicated server of **Amazon Web Services EMEA SARL**.

ADDRESS: 38 Avenue John F. Kennedy, L-1855, Luxembourg

PURPOSES OF USE AND DATA PROCESSING: management of encrypted data storage, database backup policy, receiving and processing requests from User devices

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER:

<https://aws.amazon.com/ru/compliance/data-privacy-faq/>

We use the service of cloud development versioning of **GitHub, Inc.**

ADDRESS: 88 Colin P Kelly Jr Street San Francisco, CA 94107 United States

PURPOSES OF USE AND DATA PROCESSING: for writing program code by several developers (there is no access to the Users data)

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://enterprise.github.com/privacy>

We use the service of tasks assignment Clickup of **Mango Technologies, Inc.**

ADDRESS: 363 Fifth Ave. Suite 300 San Diego, CA 92101.

PURPOSES OF USE AND DATA PROCESSING: task assignment and control within the internal team (no access to application Users data).

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://clickup.com/privacy>

We use service of mobile applications store of company **Google LLC**

ADDRESS: 1600 Amphitheatre Parkway Mountain View, CA 94043 USA.

PURPOSES OF USE AND DATA PROCESSING: storage and provision of access to download the plugin installer

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://policies.google.com/privacy?hl=en-US>

We use the web application development service of **Bubble Group, Inc.**

ADDRESS: 900 Broadway, Suite 504, New York, NY 10003.

PURPOSES OF USE AND DATA PROCESSING: development and update of web applications, graphic display of the database, used to connect to the database, enter, delete data, graphic display of the database, to deploy and operate the server side of the Application

LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: <https://bubble.io/privacy>

## Social Media Plugins

### Facebook Social Media Plugin

Our website integrates social media plugins from **Facebook Ireland Ltd.**, 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland. You can recognize them by the "thumbs up" button or the blue "f" logo. A list of Facebook plugins can be found here: [https://developers.facebook.com/docs/plugins/?locale=de\\_EN](https://developers.facebook.com/docs/plugins/?locale=de_EN). By visiting our website a connection to the Facebook servers is established. If you are logged in on Facebook, Facebook can assign the visit on our website to your user account. If you interact with the plugin (e.g. clicking the "thumbs up" button), Facebook will assign this to your profile and save it. We have no influence on the scope and content of the data collected by Facebook.

Facebook's data use policy: <https://www.facebook.com/policy.php>

To prevent the assignment of the collected data to your profile, you must log out of your account.

### YouTube

Our website integrates social media plugins from YouTube, a company of Google Ireland Limited, Gordon House, 4 Barrow Street, Dublin, D04 E5W5, Ireland („Google“). By visiting our website a connection to the YouTube servers is established. We use the "enhanced privacy mode" provided by YouTube to do this. According to YouTube, for example, the information that you have visited our site using your IP address is only transmitted to Youtube when you interact with the plugin (e.g. clicking on an embedded video). If you are logged in on YouTube, YouTube can assign the visit to our website to your user account. If you interact with an embedded video, for example, YouTube will assign this to your profile and save it. We have no influence on the scope and content of the data collected by YouTube.



Privacy policy of Google: <https://policies.google.com/privacy?hl=de>

To prevent the assignment of the collected data to your profile, you must log out of your account.

#### **Our social media sites**

- Facebook - <https://www.facebook.com/Raccoon.Recovery/>
- LinkedIn - <https://www.linkedin.com/company/raccoonworld/>
- Twitter - [https://twitter.com/raccoon\\_world](https://twitter.com/raccoon_world)

A WAY TO OBJECT PROCESSING BY COMPANIES MENTIONED IN THIS CLAUSE: if you would like to delete your Data, you can do this by contacting us, however in such case we cannot grant further service.

#### **3.7. Transfer to Third Countries**

Data is being transferred to countries outside the European Economic Area. We only transfer personal data to third countries where the EU Commission has confirmed an adequate level of protection or where we can ensure the careful handling of personal data by means of contractual agreements or other suitable guarantees, such as certifications or proven compliance with international security standards.

- USA (the standard contractual clauses)
- Ukraine (the standard contractual clauses)

#### **3.8. For all questions regarding data protection**

Should you have any questions regarding our data protection measures, the processing of your Data or the protection of your rights, please contact our data protection officer as follows:

External Data Protection Officer

ePrivacy GmbH represented by Prof. Dr. Christoph Bauer Grosse Bleichen 21 20354 Hamburg Germany

E-mail address: [privacy@raccoon.world](mailto:privacy@raccoon.world)

If you have a particularly sensitive concern, please contact our data protection officer by post, as communication by e-mail can always be subject to security gaps.

#### **4. CHANGES TO THIS PRIVACY POLICY**

This data protection declaration provides information on data protection in our company. If our processes change, we will adjust the information accordingly so that you can always be informed about the processing of your Data.

#### **5. SUPPORT SERVICE**

If you have any questions for a quick solution, you can use the Email [service@raccoon.world](mailto:service@raccoon.world). The Support Service will take all possible efforts to quickly respond to the problem, it usually takes up to one business day.

If you want to receive any ordinary mail clarifications, then make an appropriate request for:

**Raccoon Technologies Poland LLC**

**4 KACIK STREET, 30-549 KRAKOW, POLAND**

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