RACCOON.RECOVERY LIGHT v. 4.0.1

These Terms of Use were posted on April 26, 2021 and are effective for new and existing users of Raccoon.Recovery Light application.

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 MAINTAIN AN ACCOUNT, ACCESS OR USE THE APPLICATION (REGARDLESS OF WHETHER YOU CREATE AN ACCOUNT WITH US) CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF USE AND ACKNOWLEDGEMENT TO 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.

Please feel free to contact us through our Support Service if you have any questions or suggestions.

TERMS OF USE

1.   KEY DEFINITIONS

"**Account**" means an account enabling a person to access and use the Application, including, Account of the Center, Account of the Specialist and Account of the Client with the help of the correspondent Access Keys;

"**Access Keys**" means the set of confidential personal login and password for each properly registered User;

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

"**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;

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

"**Upgrade**" means a major version upgrade of any Platform and/or Application software;

"**User Data**" means all data, works and materials: uploaded to the Application, 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 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 the Provider's website at: *[URL]*;

"User manual" means document, containing all the information necessary for exploitation of the Application by the Users.

More definitions 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 Light v.4.0.1*** (the "**Application**"), a software which enables participants to continue doing exercises that they have learned according to the instructions provided by a specialist and using video lessons, available on the aggregated cloud based video storages (the "**Platform**"), irrespective of their availability in terms of time and location; as well as allows communication between clients and specialists and tracking notes by the specialists.

2.2.   The Application is 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.   Application is aimed at the Users residing within European Union only. You will not be able to enjoy our service if you reside outside the EU.

2.4.   The Provider does not offer any independent medical services. Therapy-related statements by specialists about the Application are their personal responsibility. The Application only serves to supplement a therapy and, if necessary, enables tele-therapeutic follow-up care to be carried out, but is not suitable or intended for exclusive remote treatment. The use of Application 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.

2.5.   The Application does not constitute a medical device or any type of medical advisor. The Application is not expected to diagnose, treat, cure or prevent any disease or injury. To the maximum extent permitted by applicable law, you expressly agree we are not providing medical advice via the Application. **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.**

2.6.   You must be at least 18 to use the Application. If you are under the age of 18, you may use our Application only with the supervision and consent of a parent or guardian. No individual under these age limits may use the Application, provide any Personal Data to Raccoon, or otherwise submit Personal Data through the Application (e.g., a name, address, telephone number, or email address).

2.7.   The users of the Application (the "**User/s**") are: the Client, who require physical exercising (the "**Client/s**"), the specialist, who provide treatment to the Clients (the "**Specialist/s**"), the Center,

where the Specialist work and the Clients receive treatment (the "**Center**"). Each type of User has a different functionality account - please check the User Manual for the Software for the further details.

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

2.9.   Please read this Terms of Use carefully as far as it will regulate relations between the User and the Provider in the course of the use of the Application and the Platform. By using the Application, the User agrees to be bound by the terms and conditions stated herein. The User claims and warrants that s/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 his/her 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: *[URL]*.

3.   DESCRIPTION OF THE SERVICE

3.1.   Under the terms of these Terms of Use, the Provider is obliged to provide the Application and the User is obliged to use the Application 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 and the Platform only in order the Client could exercise using the Application under supervision of the Specialist. 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 and/or the Platform without the Provider's direct prior written consent.

3.3.   When the User creates the Account in the Application, directly or indirectly submits, stores, sends or receives data to, or from the Application, 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 and Platform, and to develop new ones. This license shall survive termination or suspension of this Terms of Use notwithstanding the reason of such termination or suspension.

4.   ACCEPTANCE OF THE TERMS OF USE, REGISTRATION AND USER ACCOUNT

4.1.   Each User will need to pass the registration procedure and create the Account to obtain the access to the Application. The registration procedure starts with filing the information in a special registration form consisting of e-mails only filled in by the Center for the Specialist and the Specialist for the Client. The link to the registration procedure is sent to these emails. After using the link the User first sees the Terms of Use and only after acceptance of the latter the user can proceed with registration. In the case the person rejects registration in the Application, we will not store any of their data provided for the purpose of registration.

4.2.   The Application has 3 (three) dashboards with different functionalities and access rights:

a. "Center" - settings of the Account of the Center, invite specialists into the Application and deleting Accounts of the Specialists, Access to general data from Accounts of the Specialists and Accounts of the Clients that are associated with the Center;

b. "Specialist" - settings of the Account of the Specialist, invite the Clients into the Application and discharging of the Clients, seeing list of the Accounts of the Clients, editing Clients' profiles, tests and seeing their results according to the chosen period, recommending exercises, adding comments and seeing log of Client story including exercises and comments, check the results of the Clients' trainings, use third-party applications;

c. "Client" - settings of the Account of the Client, seeing the list of exercises, watching training videos, seeing achievements, performing payment, checking the dynamics of the trainings, reading the recommendations of the Specialists, information about the Specialists, if they provide it.

4.3. The Users receive the link to the Application on the email. It is sent automatically after registration of the User in the system.

4.4. Information inserted manually by the Users into the Application is stored on a remote server in Germany which is fully compliant with the GDPR requirements. The Platform checks if the chosen Access Keys for the Users correspond to the minimal safety requirements and provides them with login details for the correspondent Accounts.

4.5. The Access Keys put into the Application by the Users should comply with the following safety requirements: 10 symbols minimum, 1 number minimum, at least 1 small letter and at least 1 letter in the capital register.

4.6. When ticking the box "I agree to the Terms of Use" in the Application, the User thereby 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. If   the User is under the age of legal majority, the approval of the official legal representative or guardian of the User, who is under age, constitutes the same agreement of the Terms of Use.

4.7. 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 push the button "Cancel", and reject the use of the Application.

4.8. Confirmation of the registration for the User's Access to the Application as well as the link to this Terms of Use will be sent to the registered email of the respective User after the registration. The User agrees to provide the Provider with the accurate and complete registration information. The failure to provide accurate information may affect the User's access to the Application.

4.9. Within the Application the Provider collects, processes and stores the following data about the registered User:

a. For the User Account "Center": name, address, Center ID, contact email and phone number, list of the related Specialists and Clients, registration date;

b. For the User Account "Specialist": name, surname, Specialist ID, address, phone number, email, date of establishment of account, status change date, ID of the Center, specialization, date of birth, gender, applicable language, comments made and stored, list of Clients, sessions times and dates, changes to the personal card;

c. For the User Account "Client": name, surname, client ID, date of birth, phone number, email, address, billing address, date of registration in the Application, payment log including credit card number, first visit date, discharge date, gender, Specialist's ID, Center's ID, diagnosis name and description, training goal, status, status change date, description (comments), disease history, height, weight, test results and dates, assigned exercises, sessions time and date, Client survey results, Client trainings log, number of trainings added, specialist comments to the Client, Client card amendments history and dates, applicable language, total time in trainings, total active application time, number of added trainings.

4.10. The purpose of data collection is as follows: gathering information for creating more precise and goal-oriented exercise courses; improving training contents in order to achieve better outcomes; improving User experience with the Application; protecting from misuse; sending a link to the Application, storing of correspondence between the Provider and the User.

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

4.12. The User is solely responsible for all activity in connection with access to the Application through his/her Account or using his/her personal login and password and for the security of his/her computer systems, and in no event shall the Provider be liable for any loss or damages relating to any misuse.

4.13. Deletion or Suspension of the Account

The Center may request removal or suspension of a Specialist's Account in the following cases, but not limited to:

a) the Specialist ceased to be an employee of the center;
b) the Specialist is temporarily unable to work with clients (for example: advanced training, maternity leave, vacation, etc.);
c) incorrect use of the Application by the Specialist.

In case the Center requested for the deletion or suspension of the Specialist's Account a notification will be sent to the email of such Specialist about such a change in their status. Raccoon cannot guarantee that the Specialist will be familiarized with this notification, since the Specialist may delete the notification without reading the contents or another unintended situation will occur.

The Specialist or the Center can make a request for deletion or suspension of the Client's account in the following cases, but not limited to:

a) the Client finished the full necessary course;

b) the Client cannot continue the course (for example: death, loss of competence);

c) incorrect use of the Application by the Client;

d) termination of customer relations with the Client.

In case the Specialist or the Center requested for the deletion or suspension of the Client's Account a notification will be sent to the Client about such a change in their status and recommendations on alternative solutions if possible. Raccoon cannot guarantee that the Client will be familiarized with this notification, since the Client may delete the notification without reading the contents or another unintended situation will occur.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Provider undertakes to:

a) Organize and ensure the proper functioning of the Application.

b) Use all the User's Personal Data only in relation to work and improvement of the Application, do not transfer or show to unauthorized third parties, the User's documentation and information about the Users.

c) Provide relevant, timely and sufficient Support Service.

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

5.3. The User is obliged to:

a) Use the Application 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 or any parts thereof;

c) Refrain of any use of the Application 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 Personal Data prior to any Personal Data submission to the Application according to the procedure stated herein.

e) Perform payment for the Application use in due manner as provided herein;

f) Do not disclose information of his/her personal Account and other data in connection with the Application and these Terms of Use.

g) Refrain of attempts to access or derive the source code or architecture of the Application and the Platform software;

h) Do not use the Application in any way that causes, or may cause, damage to the Application or the Platform or impairment of the availability or accessibility of the Application;

i)   Refrain of attempts to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application or software included into the Platform;

j)   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;

k)   Do not use the Application in any way that is unlawful, illegal, fraudulent or harmful;

l)   Do not use the Application in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

m)   Do not interfere or attempt to interfere with Application to any User, host or network, including, without limitation, by means of submitting malicious software or computer code to the Application or the Platform, load testing, overloading, "flooding," "spamming," "mail bombing," "crashing,";

n)   Do not use or access any services, software in order to build a competitive product, service or solution;

o)   Use all reasonable endeavors, including reasonable security measures relating to their Accounts Access Keys, to ensure that no unauthorized person may gain access to the Application;

p)   Use all reasonable endeavors to prevent any unauthorized access to, or use of, the Application and/or the Platform by any unauthorized third parties and, in the event of any such unauthorized access or use, promptly notify the Provider.

5.4.   The User has the right to carry out any actions related to the functioning of the Application, in accordance with its purpose according hereto.

6.   FEES, PROMOTION CAMPAIGNS AND AFFILIATE DISCLAIMER

6.1.   This Raccoon.Recovery Light v.4.0.1 Application version is offered to Client Users for a fee due according to the conditions stated herein.

6.2.   When the Client first signs up for the Application, s/he gets a free 3 (three) days trial period, starting from the date of the first exercise prescribed by the Specialist ("**Trial Period**"). After the expiration of the Trial Period the Client willing to continue use of the Application must perform the payment of the fee through the payment form provided within the Application. Payment information must be complete and accurate.

6.3.   The Client's fee for 90 (ninety) days access to the Application constitutes EURO 50 (fifty) plus VAT payable according to the local rate of their country of residency legislation. Unless otherwise stated, all fees due are payable in advance. Unless otherwise stated, access to the Application will not auto-renew unless you elect to renew your access to the Application and perform a new fee payment.

6.4. In case the Client does not perform the payment after the Trial Period expires s/he will not be able to use contents of the Application after such an expiration date, however the Account of such a Client will be locked, not deleted otherwise than it is stated in cl. 12 hereof. The Client can unlock their accounts any time by making payment for the Application use according to the cl. 6.3.

6.5. To the maximum extent permitted by applicable laws, we may change our prices for Application access at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the Application and/or by sending you an email notification. If you do not wish to pay the new prices, you can cancel your access to the Application prior to the change going into effect.

6.6. Existing Client Users will receive Trial Period either from the date of this Terms of Use come in force (if some exercises were already prescribed to such Client by the Specialist) or from the date the first exercise is prescribed by the Specialist (if on the date due there were no exercises prescribed yet).

6.7. Raccoon informs Users that from time to time we may engage affiliate marketing tools in order to promote the Application. The Users shall have caution that our partners may receive affiliate commission for Users' engagement to the Application however they only promote the Application having checked its functions and with ingenuine trust in its value. To know more of our affiliate partnership please refer to the [Affiliates Policy](#).

6.8. The fees, mentioned herein can be subject to a refund in certain cases. To know more of the refund options available, please refer to the [Refund Policy](#).

6.9. Raccoon has the right to announce any discounts and promotion campaigns for certain groups of Users or all Users. The terms and conditions of each discount or promotion campaign are separately published by Raccoon within its web-site for each specific discount or promotion campaign. It is User's own responsibility to use a discount or participate in the promotion campaign before it expires, and expired discount and promotion campaigns cannot be refunded or extended. It is also User's responsibility to terminate the use of the Application before the end of a promotion campaign or discounted period if the User does not want to continue with the Application at the regular price. The terms and conditions of each discount or promotion campaign may include additional restrictions on its use, including but not limited to the type of plan, duration of free or discounted access to the Application, promotion campaign validity dates, and/or purchase quantities. Raccoon reserves the right to cancel discounts and promotion campaigns at any time

7. INTELLECTUAL PROPERTY RIGHTS / DMCA

7.1. The User acknowledges that all rights in and to the Application, 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 and the Platform are and shall remain the Provider's sole property.

7.2. 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 and the Platform.

7.3. The Provider confirms that it has all the rights in relation to the Application and the Platform that are necessary to grant all the rights the Provider purport to grant under, and in accordance with this Terms of Use.

7.4. If you believe Raccoon Content infringes copyright or trademark under 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.

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

Raccoon Technologies Poland Limited Liability Company ul. Kącik 4, 30 549 Kraków Poland

privacy@raccoon.world

7.6. You acknowledge that if you fail to comply with all of the requirements of this section, your notice may not be valid. Some information provided in a notice of infringement may be forwarded to the user who posted the allegedly infringing content. In the U.S., under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. Please see www.copyright.gov for more information about how to prepare or respond to a DMCA notice and/or www.uspto.gov/trademark for more information about trademark rights.

8.   RIGHT TO MODIFICATIONS

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

8.2. 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, the Plugin and the Platform, the Services and/or any other area of relations between the User and the Provider, by email. The

updates become legally binding after the posting of the renewed Terms of Use on the Application. The User's use of the Services following any such update or revision constitutes his/her agreement to be bound by and comply thereof as updated or revised.

8.3. To find out more about any modifications of how the Provider collects, processes, stores or uses Personal Data, please read the Privacy Policy.

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

9. THIRD-PARTY APPLICATIONS

You may be able to access certain third-party links, applications, content, services or activities (**"Third-Party Applications"**) via our Application. 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.

10. DEVICE CONSIDERATIONS

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

11. PHYSICAL ACTIVITY

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

11.2. Raccoon cares about your safety. By using our Application, 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.

11.3. 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, even if caused in whole or part by the action, inaction or negligence of Raccoon or its Users.

12. TERMINATION

12.1. After the User finished using the Application and was not using their Account within 6 (six) months in a row, the Application will delete his/her Account automatically, if such User do not

inform the Provider of the intent to keep the Account in writing to the [Support Service](#) of the Provider.

12.2. The User can delete his account any time by pressing the corresponding button in his dashboard.

12.3. The Provider reserves the right in any time without liability at its sole discretion to limit, suspend or revoke the User's access to the Application in case of any breach of this Terms of Use.

13. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

13.1. 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 AND/OR THE PLATFORM. THE APPLICATION AND THE SERVICES ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS.

13.2. THE PROVIDER DOES NOT MAKE ANY STATEMENTS OR GIVE ANY WARRANTIES ABOUT THE RESULTS OBTAINED BY USING THE APPLICATION THE SPECIFIC FUNCTIONS OF THE APPLICATION, THE PLATFORM OR IT'S RELIABILITY, AVAILABILITY, ACCURACY OR ABILITY TO MEET YOUR NEEDS. THE PROVIDER DOES NOT WARRANT THAT ACCESS TO THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION, 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.

13.3. THE PROVIDER ACKNOWLEDGES AND AGREES THAT THE SERVICES HAVE THE AUXILIARY PURPOSE ONLY WITHIN THE TRAINING OF THE CLIENT. IN ANY CASE THE CONTENT PROVIDED BY THE APPLICATION SHALL BE SUBJECT FOR FURTHER REVIEW BY THE SPECIALIST. THE PROVIDER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY RESULTS OF THE APPLICATION USE, ITS INTERPRETATION AND CONSEQUENCES OF SUCH INTERPRETATION.

13.4. 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.

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

14. INDEMNIFICATION

14.1. **If you are a resident of the United States or any location other than France or Germany:** To the maximum extent permitted by applicable law, you agree to indemnify and hold Raccoon, its subsidiaries, suppliers and other partners harmless from any claim or demand, including

reasonable accounting and attorneys' fees, made by any third party due to or arising out of (a) your use of the Application,(b) your activities in connection with the Application, (c) your connection to the Application, (d) your violation of these Terms of Use, (e) your use or misuse of any user's Personal Data, (f) 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.

14.2. **If you are a resident of France or Germany:** Notwithstanding the previous paragraph, 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.

15.   LOGOS USE

15.1. 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"/"Raccoon.Recovery Light" for the limited purposes subject to the terms and conditions of this Terms of Use.

15.2. 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 disproportionally;
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.

15.3. 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.

15.4. 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.

16. USER DATA

16.1. 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 this Terms of Use. The Center also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in these Terms of Use.

16.2. The User warrants to the Provider that the User Data when used by the Provider in accordance with this 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.

16.3. The Provider shall create a back-up copy of the User Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 (thirty) days.

16.4. Within the period of 1 (one) Business Day following receipt of a written request from the User, the Provider shall use all reasonable endeavors to restore to the Platform the Client Data stored in the last effective back-up copy created and stored by the Provider in accordance with Clause 16.3.

16.5. The User shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this   Terms of Use, the Personal Data of data subjects falling within the categories and types specified herein; and the Provider shall only process the Personal Data for the purposes specified herein.

16.6. The Provider shall process the Personal Data with no time limits, subject to the other provisions of this Clause 16.

16.7. Notwithstanding any other provision of this 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.

16.8. 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 terminate his/her Account. The Provider shall ensure that each third-party processor is subject to equivalent legal obligations as those imposed on the Provider by this Clause 16.

16.9. Data subjects under this agreement are:

a.   The Specialist
b.   The Client

16.10. 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.

17.   OTHER PROVISIONS

17.1. 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.

17.2. This Terms of Use is governed by laws of Poland. A printed version of this 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.

17.3. 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.

17.4. 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.

17.5. **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.

17.6. 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.

18.   MISCELLANEOUS

18.1. 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 Services. The Terms of

Use constitute the entire agreement between you and us with respect to your use of the Services.

18.2. 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.

18.3. You may not assign, delegate, or otherwise transfer your account 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.

18.4. Our notice to you via email, regular mail, or notices or links displayed in connection with the Services 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 or regular mail. In the event that notice is provided via links displayed in connection with the Services, then it will be considered received twenty-four hours after it is first displayed.

18.5. These Terms of Use constitutes 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.LIGHT v. 4.0.1.

PRIVACY POLICY

This Privacy Policy was posted on April 26, 2021 and is effective for new and existing users of Raccoon. Recovery Light v.4.0.1. Application.

1. INTRODUCTION AND REMARKS

1.1. About Us

Operator of this application and responsible person in the sense of the General Data Protection Regulation (GDPR)

Raccoon Technologies Poland Limited Liability Company ul. Kącik 4, 30 549 Kraków 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 Light v. 4.0.1.*(the "**Application**"), a software which enables participants to continue doing exercises that they have learned according to the instructions provided by a specialist and using video lessons, available on the cloud based aggregated video storages (the "**Platform**"), irrespective of their availability in terms of time and location; as well as allows communication between clients and specialists and tracking notes by the specialists. 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 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 otherwise submit your Personal Data.

1.3. What Data is Being Logged by Default

When you use our Application, 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 visit
- Information about user activity and transferred data volume
- Server Logs

We may create de-identified or anonymous data from Personal Data by excluding data components (such as your name, email address, or linkable tracking ID) 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 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 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 you maintain an Account or as otherwise necessary to provide you access to the Application. 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)
- the implementation of our legitimate interests (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, they will come from the following sources, which may partly be publicly accessible:
- from your center;
- from your specialist.

The list of the data received:
1. For the user role "Center": name, email, address, phone number, agreement for the newsletter receipt, payment and commission log, unique referral affiliate link, registration date, first entrance date, status, number of specialists, number of clients, time spent in the Application;
2. For the user role "Specialist": name, surname, address, phone number, email, date of establishment of account, status change date, ID of the center, date of birth, gender, employment status, applicable language, comments made and stored, list of clients, sessions times and dates, changes to the personal card, agreement for the newsletter receipt;
3. For the user role "Client": name, surname, date of birth, phone number, email, address, billing address, date of registration in the application, payment log, first visit date, discharge date, gender, specialist's ID, center's ID, training goal, status, status change date, description (comments), height, weight, test results and dates, assigned exercises, sessions time and date, exercise time and date, client survey results, specialist comments to the client, client card amendments history and dates, applicable language, total time in trainings, total active application time, agreement for the newsletter receipt, nickname.

The data consisting of name, surname, date of birth and email - are the required fields mandatory for the access to the Application, the rest of the fields are optional.

2.4. Purpose of Processing

We process your data for the following purposes:
- For corresponding with you,
- For advertising purposes such as the dispatch of our newsletter,
- On quality assurance and statistics,

- In order to provide our service,
- For your participation in our events,
- For your participation in our surveys,
- To consider your application,
- In order to improve our service.
- For processing of agreement with you,

2.5. Legitimate Interests

When processing your data, we pursue the following legitimate interests:
- The improvement of our offer,
- The protection of our systems against misuse,
- The production of statistics,
- Marketing purposes,
- The storage of our correspondence with you.

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 do so:

i. 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;

ii. to 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;

iii. 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;

iv. to restrict the processing;

v. to object to the processing of your data;

vi. to revoke your consent to the processing of your data for the future and

vii. to complain to the competent supervisory authority about unauthorized data processing.

2.6. In Which Cases Your Data Will Be Forwarded

For the operation of our online presence, our Platform and our Application 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 no 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
- Newsletter providers
- Proofreading and translation service providers
- Payment provider
- Affiliate program provider
- Telecommunications provider
- Postal, delivery and forwarding services
- Service provider for bookkeeping and invoicing
- Lawyers, auditors and tax consultants

2.7. Data Recipient

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

Third Parties

We use Zoho Campaigns of company **Zoho Corporation BV** to send emails to our users
ADDRESS: Beneluxlaan 4B, 3527 HT Utrecht, The Netherlands
PURPOSES OF DATA USE AND DATA PROCESSING: emailing of newsletters and other information to our users.
Therefore, we PROCESS your e-mails and contact details provided by you.
LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: https://www.zoho.com/privacy.html
A WAY TO OBJECT PROCESSING: you have the right to withdraw your consent by referring to privacy@zohocorp.com 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://www.zoho.com/pagesense/cookie-policy.html

We use service of data analysis of company **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.
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 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/

Payment processing tools

We use payment processing tools of company **Stripe, Inc.** to process payments.
ADDRESS: 510 Townsend Street San Francisco, CA 94103, USA
PURPOSES OF USE AND DATA PROCESSING: making payments by the Users for the Services .
LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER - https://stripe.com/en-es/privacy
A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use affiliates management tools of company **Tapfiliate B.V.** to manage our affiliate marketing campaign.
ADDRESS: Rapenburgerstraat 173, 1011 VM Amsterdam, The Netherlands
PURPOSES OF USE AND DATA PROCESSING: processing of the referral links by the affiliates, commissions calculations, distribution and withdrawals
LINK   TO   THE   PRIVACY   POLICY   OF   THE   SERVICE   PROVIDER: https://tapfiliate.com/privacy/privacy-policy/
A WAY TO OBJECT PROCESSING: in order to object processing of your data or exercise any of your rights as a data subject you can email privacy@tapfiliate.com

Web Analytics

Google Analytics
We use the Google Analytics service of Google Ireland Limited, 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 Zoho Pagesense of company **Zoho Corporation BV**
ADDRESS: Beneluxlaan 4B, 3527 HT Utrecht, The Netherlands
PURPOSES OF DATA USE AND DATA PROCESSING: analysis of the user traffic on the web-site.
Therefore, we PROC   ESS your visits and activity log data when you are visiting our web-site.
LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: https://www.zoho.com/privacy.html
A WAY TO OBJECT PROCESSING: you have the right to withdraw your consent by referring to privacy@zohocorp.com 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://www.zoho.com/pagesense/cookie-policy.html

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 bahaviour on our facebook page.
LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: https://www.facebook.com/policy.php

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".

Hosting

We use Twilio email hosting of company **Twilio Inc.** to send emails   about the users' registration, to inform about the appointment of exercises to Clients, about the Client's discharge, about the dismissal of the specialist update, privacy policy updates, 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 about the users' registration, informing about the appointment of exercises to Clients, informing about the Client's discharge, about the dismissal of the specialist update, privacy policy updates etc.
LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER - https://www.twilio.com/legal/privacy

Making contact

We may provide emails or forms to which visitors 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 e-mail 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

sixteen (or older, if applicable law provides for different protections), we delete the child's e-mail address and message immediately after responding.

Communication, CRM, Messenger, Video Conference, Chatbots

2.8 Cloud services

We use service of cloud data storage of company **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/
A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use virtually dedicated server of company **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 computers
LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: https://aws.amazon.com/ru/compliance/data-privacy-faq/
A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use the service of cloud development versioning of company **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
A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use the service of tasks assignment Jira of company **Atlassian, Inc.**
ADDRESS: 1098 Harrison Street San Francisco, CA 94103 United States
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://www.atlassian.com/legal/privacy-policy
A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use the service of tasks assignment Clickup of company **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
A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use server exploitation software Terminal Ubuntu an opensource tool with no reference to sensitive personal data
PURPOSES OF USE AND DATA PROCESSING: to run the application source code, build the application, connect to AWS servers, deploy the server side of the application to the servers
A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use database software service MongoDB Compass of company **MongoDB Inc.**
ADDRESS: 3rd Floor 3 Shelbourne Building Crampton Avenue Ballsbridge Dublin 4, Ireland
PURPOSES OF USE AND DATA PROCESSING: graphic display of the database, used to connect to the database, enter, delete data, graphic display of the database
LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: https://www.mongodb.com/legal/privacy-policy
A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use server part software service DockerHub of company **Docker, Inc.**
ADDRESS: Docker, Inc. 144 Townsend Street San Francisco, CA 94107
PURPOSES OF USE AND DATA PROCESSING: to deploy and operate the server side of the application LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: https://www.docker.com/legal/privacy
A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

We use server part software service Postman of company **Postman, Inc**. ADDRESS: 595 Market Street San Francisco, CA 94105
PURPOSES OF USE AND DATA PROCESSING: the development and testing of the server side of the application
LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER: https://www.getpostman.com/licenses/privacy
A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

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
A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

Subscription to the Newsletter

We use Twilio email hosting of company **Twilio Inc.** to send the newsletters.
ADDRESS:375 Beale Street, Suite 300 San Francisco, CA 94105
PURPOSES OF USE AND DATA PROCESSING: sending letters about updating the application, informing about changes in instructions, congratulations on international holidays .
LINK TO THE PRIVACY POLICY OF THE SERVICE PROVIDER - https://www.twilio.com/legal/privacy
A WAY TO OBJECT PROCESSING if you would like to delete your account, you can do this by contacting us, however in such case we cannot grant further service.

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. 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

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 standart contractual clauses)
- Ukraine (the standart contractual clauses)

2.9. 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

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.

3. DATA PROCESSING VIA OUR PLATFORM

3.1 Visiting our platform

Upon first visit to the platform the user:
1. Downloads and installs the application, a shortcut will be added to the desktop
2. Clicks on the shortcut - the application executable file will be launched
3. After entering the login and password, which corresponds to the validation, this data is sent to the backend, where they are verified with the data stored in the database.

4. The password is transmitted and stored in encrypted (hashed) form.

If the transmitted login and password match those that are stored in the database, the server issues an access token. For ordinary users, the expiration date is one day or until the session is closed, (the length of the session cannot be more than 24 hours); for the users marked "Remember me" - the access token is valid for 1 (one) year and is recorded to the "Session storage" at the frontend. If there is a note "Remember me", the record is made in the "local storage". And the login occurs.

If the transmitted login and password do not correspond to those stored in the database, then the server records the authorization attempt (records the time of attempt) and informs of an error, after the fifth error in a row, the server prohibits the login for 10 minutes

5. After authorization in the system, all user requests from frontend to backend take place using an access token.

The token from the frontend is checked with the token in the database and if they match, the request is executed, if they do not match, then the server informs of an access error and the request is rejected.

The token allows the user to access any information, depending on the role provided for them (the role is wired into the token itself).

6. When logging out or closing the application, the token is deleted from the "session storage". And one can resume access only after re-authorization.

7. For the "Client"-user there is the "Remember me" functionality, which means that when they close the application, the token is not deleted from the "local storage" and the next time the application starts, the user immediately enters their account.

8. For the "Specialist"-user upon immediate dismissal, their token loses its power immediately. And even if the specialist is logged in, then at the first request to the server, the logging off procedure will occur.

3.2 Registration on our platform

Description of the process user registration in the system
1. Registration of the Center Account is accomplished in following steps:
- When you get on our website, the Terms of Use and Privacy Policy popup appears. You have to agree with the Terms of Use in order to proceed with using our Services.
- Here the user pushes the button "Register" and gets a notice of successful registration and instruction to open email sent for the email address verification and Application upload
- Opening an email and uploading the Application Users automatically confirm their email.

2. Registration of the Specialist and Client Accounts:
- To create the Specialist or the Client Account users have to receive the invitation.
- To invite the User into the Specialist Account the Center has to open the Application and press the button "Add the Specialist". To invite User into the Client Account the Specialist has to open the Application and press the button "Add the Client".
- Here appears a popup where the one can fill in an email of the invitee and press the button "Invite".
- When a person receives an email with an invitation link they can decide to accept the invitation and register or decline the invitation and push the button "Decline invitation". In such case no registration occurs and no data will be collected and stored.
- If a person decides to accept an invitation they use the link and first faces the Terms of Use, after acceptance of the Terms of Use the registration form appears.
- Here the User fills in the mandatory fields: name, surname, date of birth, password, confirm password and tickle the box of the agreement to the Terms of Use; press the button "Register".
- Here you need to verify your email with the link we send you to your email provided upon registration.
- From now on your account is active and can be used.
- The link to upload the Application is sent to your email address.

- The User, who sent the invitation receives the message that the new User was registered.

3.3. Making payment

We use third-party service to process and administer the payments. The Clients make payments through a widget embedded in a web page accessible from our application by link. The data collected by the payment processor are not transferred to Raccoon unless the Client requests for the refund. In case of refund processing Raccoon will get access to your bank card and payment details.

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.

SUPPORT SERVICE

If you have any questions for a quick solution, you can use the Email service@raccoon.world or Facebook messenger http://m.me/Raccoon.Recovery . 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

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