Please read these regulations (hereinafter the “Regulations”) carefully before you start using our Services. Using the services offered by Fitatu application means that you fully accept the following Regulations.

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I. Basic information. Who, what and how

1. We operate as a company under the name Fitatu Sp. z o.o. with its registered office in Poznań (60-749) at ul. Wyspiańskiego 10/4, entered into the Register of Entrepreneurs maintained by the District Court for Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number: 0000635344, Tax ID No. (NIP): 7792444235, Statistical ID No. (REGON): 364839278, phone number (61) 864 36 55. We are the owners and operators of the Fitatu Application, the domain www.fitatu.com and the Fitatu mobile application. We refer to ourselves in these Regulations as “Fitatu”.

2. Fitatu’s business includes providing SPN – Smart Personal Nutrition services (hereinafter the “Free Services”) by providing electronic access to software (from a separate application) allowing, for instance, for:
   1. verifying and saving the nutritional content of products and meals,
   2. verifying and saving the consumption of vitamins and microelements,
   3. recording the User's nutritional history, and the history of the User's physical activities,
   4. collecting recipes allowing for the preparation of meals,
   5. collecting training activity via the User's input or from other programs or devices connected to the Application.
3. Fitatu's business also includes providing the paid service described in point VI (hereinafter the “Paid Service” or “Paid Services”) by providing electronic access.
4. Free and Paid Services are hereinafter jointly referred to as the “Services”.
5. These Regulations specify the principles of Fitatu performing the services to you – the users (hereinafter the “User” or “Users”). By using the Application, you accept the terms and conditions specified below, hereinafter also the “Regulations”, as well as the Privacy Policy.

II. Definitions

In these Regulations we use certain terms (written in capital letters) with a specified and precise meaning. Some of these terms have been explained above, but we will also use the following terms:

1. APPLICATION- is the third party software offered by the platform Google Play, the App Store or other store allowing the Services to be used without an internet browser.
2. ACCOUNT -is the User’s account in the Application, for logging onto the Application and performing the available activities. The account is always kept under a unique name (login).
3. PRIVACY POLICY -is the document in which we explain what personal information of the Users we gather and process in order to render the Services conveniently, and how we use and process the information. In addition, the document specifies the rules of gathering and processing cookies.
4. REGISTRATION- is the procedure of setting up an Account in the Application.

III. Application Operations

1. Access to the Application is open to anybody who is at least 16 years old or who has reached the age at which they have a limited capacity to perform acts in law and obtained the guardian's consent on using the Application, provided that specific provisions of the country of residence of such a person do not limit or exclude the possibility of making available the Application or services provided via means of electronic communication to such a person.
2. Using the Paid Service is available to anyone who is 16 years old and obtained the guardian’s consent on using the Application, provided that specific provisions of the country of residence of such a person do not limit or exclude the possibility of making available the Application or services provided via means of electronic communication to such a person.
3. Access to the Application requires the installed and active Application, as well as the ability to connect to the Internet (each use of the Services requires current access to the Internet), having an email inbox.
4. Using some of the Application's functionalities may require accepting and fulfilling the regulations of other service providers who cooperate with the Application and whose services the User wants to use.

5. In order to fully benefit from the Services, including the Paid Service, it is required that a User Account be established and maintained.

IV. Setting Up Accounts by Users in the Application

1. Registration in the Application is required in order to set up an Account. To register, the registration form must be completed, including the email address and password. The email address provided by the User will be used as a login, and the password will protect access to the Account.

2. The User may also set up an Account through Facebook, by using the login button and by agreeing to connect the Facebook account with the Account. When logging in to Facebook, the User will be able to automatically connect with the Account.

3. Access to the Account is given to the User upon logging onto the Application, i.e. after entering the login in the form of the email address indicated during the Registration, together with the password protecting access to the User’s Account.

4. Starting from the first login to the Application, the User has to complete the Account with personal information (gender, age, weight, activities etc.) which is necessary for the proper performance of the Services. We undertake to protect this information carefully, and the User may also block access to the information at Fitatu at any time by removing the Account. Failing to provide certain information may result in Fitatu being unable to render the specified Services.

5. Please refrain from revealing the password to the User's Account to any third parties. All activities performed through the Account will be treated as if performed by the owner of the Account, so if there is a suspicion that the protective password to the Account was taken over by someone else, please notify us about this fact immediately.

6. Using another User’s Account or making available the User’s Account to any third parties is prohibited.

7. We also reserve the right to block the Account or access to chosen Services rendered within the Application if the Account's safety is considered to be at risk, or if the provisions of the Regulations or generally applicable provisions of law are breached. In some cases, we may make any further use of the Account dependable on changing the protective password to the Account. In such a case, upon changing the password, the User must immediately regain access to the Account.

8. The User may remove the Account from the Application at any time, using the option designated for this purpose in the Application's settings.

V. Provision of Services
1. Using the Application in the scope of Free Services does not entail the obligation to pay any charges for the benefit of Fitatu. Costs and detailed principles regarding the provision of the Paid Services have been described in point VI.

2. Users accept the fact that they receive access to the Application, and that Fitatu renders the Services immediately (in the case of the Paid Service following the conclusion of an agreement for the provision of the Paid Service), without any period for withdrawal. Due to the above, under Article 38 Sections 1) and 13) of the Act on Consumer Rights of 30 May 2014, Users are not entitled to withdraw from the Service Agreement.

3. Users may resign from receiving the Services at any moment without incurring any additional costs, by submitting a request to remove the Account, or by ceasing to use the Application.

VI. Fitatu Diet – Paid Service

1. The service includes:

   1. updated diet along with a ready menu, customised according to the User's instructions, but also compliant with the parameters specified by Fitatu and determined in the service settings
   2. additional functionalities ("Premium") indicated each time as part of the offer presented to the User prior to the conclusion of the agreement for the provision of the Paid Service; the additional functionality offer may be extended in the course of the provision of the Paid Service without incurring any additional costs by the User

2. Due to the fact that the diet is customised to each User's needs, and based on the User's personal information provided by him or her, making available any content obtained as part of the Paid Service to third parties (other than adults in charge of the User, a doctor, a dietician or any other specialist), including acquisition of diets customised to the third party's needs, is prohibited and may cause health complications.

3. Agreement for the provision of the Paid Service may be concluded for an indefinite period of time or for a definite period of time. Information about the length of subscriptions is available in the application on the page with the offer of paid diet and Premium services.

4. Agreement for the provision of the Paid Service concluded for an indefinite period of time may be terminated at any time with effect as at the end of a period which was paid for.

5. Agreement for the provision of the Paid Service concluded for a definite period of time cannot be terminated prior to the end of the period for which it has been concluded. Submission of a statement concerning the above matter by the User will not entail the obligation to reimburse payments which have already been made by them.

6. Payment for the use of the Paid Service may be made through the application Google Play, AppStore or applications made available by other intermediaries in the conclusion of the Agreement for the provision of the Paid Service and making the payment.
7. The agreement for the provision of the Paid Service, concluded for a definite period of time, is automatically extended for an analogous period of time if the User does not submit a declaration stating that they do not want to extend it, no later than 24 hours before the end of the period for which it has been concluded. It should be submitted by a third party (i.e. an entity making available the platform Google Play, AppStore or others) which has been an intermediary in the conclusion of the agreement for the provision of the Paid Service or making the payment.

8. If for reasons other than those attributable exclusively to the User the Agreement for the Provision of the Paid Service is terminated or expires, or its further performance is impossible, the User will be entitled to have the paid price reimbursed proportionally to the period of time of the provision of the Paid Service, which has been paid for and which is left to the end of the Agreement.

9. Fitatu will reimburse the price, itself or through a third party, i.e. the entities providing the Google Play and AppStore platforms, within 14 days from the day from which such an obligation arose.

VII. Paid Service Satisfaction Guarantee

1. In the event the User fails to fulfil the objectives indicated as part of the Paid Service, Fitatu will upon the User’s request, extend the period of the provision of the Paid Service by 6 months without any further charges.

2. In the event the User fails to fulfil the objectives for the next 6 months, Fitatu will within 14 days from the end of this period reimburse the User for the price paid for the Paid Service, not higher however than the price for 6 months of the provision of the Paid Service.

3. The User has the right described in Sections a) and b) above if they fulfil the following conditions:

   1. the User has been using the Paid Service for at least 6 months (total uninterrupted period of the provision of the Paid Service is considered, irrespective of the number and form of agreements under which it has been provided) and this period has ended,
   2. in the Paid Service’s settings they have set objective relating to the loss of body mass or achieving the level of fitness which can be reached (according to Fitatu’s parameters), as well as compliant with their proper BMI index,
   3. the User measured their body mass on a regular basis at least every 14 days,
   4. the User informed Fitatu about problems related to observing principles of the diet,
   5. the User strictly observed principles of the diet and Fitatu’s instructions,
   6. the User does not suffer from diseases hindering losing weight (e.g. hypothyroidism, Hashimoto’s disease, hormonal problems, polycystic ovary syndrome),
7. the User does not do a training which results in increase in muscle tissue in the course of a slimming treatment (in such a situation the body size decreases, but the body mass may not change or increase),
8. the User was physically active to the extent that they have declared in the Fitatu's settings,
9. the User complied with the provisions of these Regulations,
10. the User holds an active Account in the Application as part of which they have concluded an agreement for the provision of the Paid Service,
11. the User did not previously use the option to extend the subscription as part of this effectiveness test using another login in the Application or one of the Application's partner websites.

4. In order to exercise the rights described in Sections a) and b), the User is obliged to send a Dissatisfaction Form available at the following link in writing or via electronic mail.

VIII. Fitatu's Liability
1. The management board and staff of Fitatu make every effort to ensure that the performed Services fully meet the User's individual needs. In particular, while providing information under the Services, Fitatu staff refer to the most current guidelines of the World Health Organisation, the Food and Nutrition Institute of Prof. Dr. med. A. Szczygiel and of other organisations, institutions and food producers.
2. However, it must be taken into account that:
   1. The Services are not medical services within the meaning of the Healthcare Institutions Law of 15 April 2011,
   2. Fitatu's staff do not have direct access to the all Users data, and are unable to verify the information provided by the Users or to fully recognise their health conditions,
   3. Even the best balanced diet may turn out to be ineffective if personal factors exist (e.g. genetic tendencies, illnesses) or external factors (e.g. the climate, pollution, excessive stress).
3. For the above reasons, Fitatu is unable to guarantee 100% the effectiveness of the actions undertaken by the Users. We also make the reservation that undertaking certain activities on the basis of information submitted within the Services may strain the Users' health. In particular, in the case of side effects, we request that you stop performing the activities undertaken on the basis of the information provided within the Services, and in justified cases we suggest you contact a physician.

IX. Privacy and Confidentiality
1. By using the Application, the User acknowledges that the basis for the processing of his or her personal data by the Application is the implementation of the Agreement for the provision of services by electronic means, or any action taken at the request of the User
prior to the conclusion of the Agreement, in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to GDPR, the Personal Data Protection Act of the 10th May 2018, on personal data protection (Polish Journal of Laws, it. 1000), and other appropriate provisions on the protection of personal data.

2. Fitatu is the controller of personal data.

3. Detailed rules for the protection of our Users’ personal data are included in the Privacy Policy. The Privacy Policy should be considered an integral part of these Regulations.

X. Complaints

1. Fitatu, as the Application operator and service provider, accepts complaints regarding the improper operation of this Application and a failure to perform the Services and/or improper performance of the Services, including the Paid Service. Any complaints should be submitted in electronic form to the email address help@fitatu.com, or in writing to the address of Fitatu's registered office. A complaint should include at least: first name, surname, address for correspondence, email address, circumstances justifying sending the complaint and the User’s claims (removal of breaches, lowering the price or withdrawal from the agreement), as well as indication of the manner of reimbursing the price paid for the Paid Service. The exemplary complaint form is available at the following link.

2. If the information provided in the complaint are incomplete and must be completed, we will ask the User to complete the complaint to the required level before reviewing the complaint.

3. Complaints submitted in the correct form are reviewed within 14 days from the date of receipt. Lack of reviewing the correct complaint means its acceptance.

4. A response to the complaint will be sent to the email address attached to the User’s Account, or to the address indicated in the complaint lodged in writing.

XI. Supervision over Published Content

1. As the operator of the Application, Fitatu has the right to control the content published by Users in the Application, including all texts, statements, recipes, photos, and audio or video materials (hereinafter referred to as ‘Content’). We review this kind of Content for compliance with the Regulations, the law and the factual circumstances. Content may be removed from the Application as a result of such review. If you notice any Content that does not comply with these Regulations or the law, please let us know.

2. Users are obliged to publish Content in the Application that is not protected by law or that they are entitled to use as a result of: (i) their copyright in such Content; or (ii) a license to use such Content to the extent permitted by this Section XI. For the avoidance
of doubt, it is indicated that the publishing in the Application of Content infringing any rights of third parties, including both property and personal rights, constitutes a violation of these Regulations. If such violation is detected, Fitatu will remove the respective Content from the Application. At the same time, Fitatu informs Users that in cases provided for by the law, in particular after receiving an order from a competent authority, personal data of Users who violate third party rights may be made available to the person whose rights have been violated.

3. Users are fully responsible for the Content they publish in the Application.

4. By publishing any copyrighted Content in the Application, the User grants Fitatu a license that is free of charge, transferable, non-exclusive, unlimited in regard to time and territory, and includes the right to grant a sub-license, to use the Content in the following fields of use required for the proper functioning of the Application based on the Content and with the use of the Content:

1. Content preservation and multiplication on Fitatu servers and in Fitatu IT structures in an unlimited number of copies and backups with the use of all digital techniques;
2. Content distribution and making it available to third parties at their request, in any digitally recorded form;
3. Content activation and making it available to the public via the Internet as well as via local networks in such a way that everyone can access it at a time and place of their choosing;
4. Combining Content with other Content published by other Users and sharing it for the purpose of analysis, compilation, or presentation;
5. Content usage and modification (including translation into other languages) in order to ensure the proper functioning of the Application and the correct display of the Content in the Application on each device and operating system supported by the Application;

5. The User has the right to terminate the license granted to Fitatu in accordance with point 4 above, however the liquidation of the account in the Application is not equivalent to such termination.

XII. Amendments to the Regulations

1. Fitatu reserves the right to amend the content of the Regulations. Each amendment becomes effective 14 days after the amended Regulations are published in the Application.

2. The Users who have their Account in the Application shall be notified about each amendment to the Regulations. In the absence of their consent, the User shall remove the Account from the Application.

XIII. Dispute Resolution

1. Any disputes relating to or arising out of your use of the Service will be settled by the court with jurisdiction in accordance with the Civil Procedure Code.
2. Any such disputes can be settled by online dispute resolution for consumer disputes, available at http://ec.europa.eu/consumers/odr/, whereas dispute resolution authorities may not be available in every country or sector.

XIV. Final Provisions
1. Fitatu reserves that all written content and graphic elements published in the Application are protected by copyrights and rights under the licence to which Fitatu is entitled.
2. b. These Regulations are subject to law of the Republic of Poland.
3. These Regulations enter into force on 19.07.2018.

Fitatu Application Privacy Policy
1. The Personal Data Controller for the mobile application Fitatu and the web domain www.fitatu.com, hereinafter collectively referred to as the Application, is Fitatu Sp. z o.o., with its registered office at 10/4 Wyspiańskiego St., Poznań 60-749, entered into the Register of Entrepreneurs kept by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number (National Court Register no.): 0000635344, NIP (taxpayer identification no.): 7792444235, REGON: 364839278.
2. Respecting your rights as personal data owners (persons whom the data concerns), as well as the applicable rule of law, including, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as GDPR, the Personal Data Protection Act of 10th May 2018, on personal data protection (Polish Journal of Laws, item 1000, hereinafter referred to as the Act), and other appropriate provisions on the protection of personal data, we commit to maintain the security and confidentiality of your personal data that we have obtained. All of our employees have been appropriately trained in regards to the processing of personal data, and our company, acting as the Personal Data Controller, has implemented adequate safeguards, as well as technical and organisational measures to ensure the highest level of security of your personal data. We have implemented policies and procedures on the protection of personal data in accordance with GDPR, through which we are able to ensure the legality and integrity of data processing, as well as the enforceability of any rights to which you, the data subjects, are entitled. In addition, where necessary, we cooperate with the supervisory authority of the territory of the Republic of Poland, i.e. with the President of the Office for Personal Data Protection (hereinafter referred to as POPDP).
3. Our company, acting as the Personal Data Controller, has appointed Jakub Szajdziński as Data Protection Officer. If you have any questions, requests or complaints regarding
the processing of personal data by our company (the Personal Data Controller), hereinafter referred to as the **Reports**, please forward them to the following email address of the Data Protection Officer: [iod@fitatu.com](mailto:iod@fitatu.com), or submit them in written form at the address of the Personal Data Controller, i.e. Fitatu Sp. z o.o., Wyspiańskiego 10/4, 60-749 Poznań.

4. The content of the Report should clearly indicate:
   a) the data of the person or persons whom the Report concerns,
   b) the event being the reason for submitting the Report,
   c) your request and the legal basis for the request,
   d) the expected form of settlement.

5. In our Application, we collect the following information, including the personal data:
   a) email address,
   b) your name is optional, if it follows from the email address,
   c) IP address of the device,
   d) the shared data from your Facebook account - if you log in through your account on Facebook,
   e) your height,
   f) your date of birth,
   g) your weight,
   h) your gender,
   i) information about your physical activity,
   j) your language.

6. In accordance with the principles of data minimisation, we process only those categories of personal data which are necessary to achieve the objectives referred to in paragraph 8 below.

7. The IP address of the device referred to in paragraph 5, point c above, includes information resulting from the general rules of Internet connections, such as the IP address (and other information contained in the system logs), used by the Application administrator for technical purposes. IP addresses can also be used for statistical purposes, including, in particular, collection of general demographic information (e.g. about the region from which the connection is made).

8. Providing the data referred to in paragraph 5 above, is necessary in the following cases:
   - in order to benefit from the services available in our Application, including for the purpose of implementing the agreement concluded between you and the Controller, as well as adjusting, analysing and improving the services, and ensuring the security of their provision,
   - in order to register you in our database by creating an account, which is voluntary, but at the same time necessary to provide services; in this case, we store the data you provide in our database to facilitate the use of services within our Application,
   - in order to allow contact in connection with the services provided.
9. Our application uses Cookies technology in order to adjust its operation to your individual needs. Therefore, you can consent to have the data and information you submit stored, so that it will be possible for you to use them the next time you visit our Application, without the need to re-enter them. The owners of other websites shall not have access to such data and information. However, if you do not consent to personalising the Application, we recommend disabling cookies in your web browser’s options.

10. Each of you, as the Users of our Application, can choose whether and to what extent you want to benefit from our services and share your information and data, within the scope set forth in this Privacy Policy.

11. We process the personal data for the time necessary to achieve the objectives listed in paragraph 8 above. Personal data may be processed for a period longer than indicated in the preceding sentence, in cases where such permission or obligation imposed on the Personal Data Controller results from specific provisions of the law, or when the provision of our services is a continuous process.

12. The sources of personal data processed by the Personal Data Controller are the data subjects.

13. The basis for the processing of your personal data is:

   - art. 6, paragraph 1, point b of GDPR i.e. the necessity for the performance of the contract to which you are one of the Parties, taking into account paragraph 8 above,

   - art. 6, paragraph 1, point f of GDPR i.e. legitimate interest of the Controller, which is to create statistical data, with particular focus on the IP addresses of the devices referred to in paragraph 7 above, and to establish, defend or make claims until their expiry period,

   - art. 6, paragraph 1, point a of GDPR, i.e. your consent to the processing of personal data for specified purposes - in the case of the provision of the newsletter.

14. Some of your personal information (including your height, weight and information about your physical activity) referred to in paragraph 5 above, can be qualified as special categories of personal data (so-called sensitive data). In the situation referred to in the preceding sentence, the basis for the processing of sensitive data is art. 9, paragraph 2, point a, of GDPR, i.e. Your explicit consent to the processing of such data for the purposes referred to in paragraph 8 above.

15. Your personal data shall not be transferred to any third country within the meaning of GDPR.

16. We do not share personal data with third parties without explicit consent obtained from the data subject. Personal data may be made available without the consent of the data subjects only to the body governed by the public law, i.e. legal and public authorities (e.g. tax authorities, law enforcement authorities, and other entities authorised by generally applicable provisions of law).
17. Personal data may be transferred for processing to other entities that process such data on behalf of our company as the Personal Data Controller. In such cases, we, as the Personal Data Controller, conclude an agreement on outsourcing the processing of personal data with such entities. The processing entity processes the entrusted personal data, but only to the extent and for the purposes indicated in the agreement referred to in the preceding sentence. Without entrusting your personal data for processing purposes, we could not provide the services within the Application. As the Personal Data Controller, we entrust personal data for processing purposes to the following entities:
  a) entities providing hosting services for the website on which our Application operates,
  b) entities providing other services on behalf of the Personal Data Controller, necessary for ensuring our Application's day-to-day functioning.

18. Personal data may be subject to profiling by the Personal Data Controller, within the meaning of GDPR. In this situation, the following article shall apply: art. 22, paragraph 2 of GDPR, taking into account the basis of processing, referred to in paragraph 13 above; in the case of the sensitive data referred to in point 14 above, the basis for processing is your explicit consent.

19. In accordance with the provisions of GDPR, any person whose personal data we process as the Personal Data Controller, has the right to:
  a) be notified about the processing of his or her personal data, pursuant to article 12 of GDPR - the Controller shall provide you (as the data subjects) with the following information specified in GDPR: your data, the contact details of the Data Protection Officer, the purposes and legal basis for the processing of your personal data, the recipients or categories of recipients of your personal data (if any), and the period during which your data shall be processed, or the criteria for determining this period; this obligation shall be fulfilled at the time of obtaining the data (for example when the client places an order in the online store), and if the data is not obtained from the data subject, but from another source – within a reasonable period of time, depending on the circumstances; the Controller may opt not to provide such information if the data subject already has such information at his or her disposal;
  b) access his or her personal data pursuant to article 15 of GDPR; by providing us with your personal data, you obtain the right to access said data; however this does not mean that you have the right to access all the documents in which your data is included, as such documents may contain confidential information; you do however have the right to be informed which of your data we process and for what purpose, as well as the right to obtain a copy of your personal data, whereby the first copy shall be issued free of charge, and each subsequent copy shall be charged an administrative fee, corresponding to the costs of making this copy, in accordance with the provision of GDPR;
c) **correct, make amendments, update, rectify the personal data**, pursuant to article 16 of GDPR; if your personal data has changed, please notify us, as your Personal Data Controller, so that the data we store is consistent with the actual state and up to date; the same holds for data that has not been changed, but for whatever reason is incorrect or has been entered in an incorrect manner (e.g. due to a typographical error); please notify us in order for us to correct or rectify such data,

d) **deletion of data (the right to be forgotten)**, pursuant to art. 17 of GDPR – in other words, you have the right to request the “deletion” of the data stored by us as the Personal Data Controller, and the right to request from us, as the Personal Data Controller, that we notify other controllers to whom we have enclosed the information, about the need to delete them. You can request the deletion of your personal data in particular in the following cases:

- the purposes for which your personal data have been collected has been achieved, for example we have fully implemented the sales agreement concluded with you,
- the basis for the processing of your personal data was your consent alone, which was later withdrawn, and there are no other legal bases for further processing of your personal data, for example if you opt out from the newsletter, and otherwise do not benefit from our company’s offer,
- you have objected to the processing of your data, under article 21 of GDPR, and you hold the belief that we have no overriding legal basis for further processing of your personal data,
- your personal data has been processed unlawfully, i.e. for unlawful purposes or without any basis for the processing of personal data; please note that in this case, you need to have a basis for such a request,
- the need for removal of your personal data arises from the provisions of law,
- The personal data relates to a minor and was collected in connection with the provision of information society services,

e) **limitations of processing**, pursuant to article 18 of GDPR; you can submit to our company a request to restrict the processing of your personal data (which means that until the agreements is reached, our company only stores your data), if:

- you question the correctness of your personal data, or
- you believe that we are processing your personal data without a legal basis, but at the same time you do not want us to remove your personal data (that is, you do not exercise the right referred to in the preceding paragraph), or
- you made the objection referred to in point (f) of this paragraph, or
- your personal data is necessary for determining, investigating or defending claims, for example, before the court.
f) **data transfer** pursuant to article 20 of GDPR – you have the right to obtain your data in a format that allows for accessing this data on a computer, and the right to send such data in such a format to another controller; this right is only granted to you if the basis for the processing of your data was your consent (e.g. to subscribe to the newsletter), or these data was processed automatically,

g) **raising objections to the processing of personal data**, pursuant to art. 21 of GDPR; you have the right to raise an objection if you do not agree to the processing of your personal data, which were processed by us thus far for justified reasons in accordance with the provisions of law; in particular, the right to raise the objection is granted for the processing of your personal data for direct marketing purposes (e.g. a newsletter subscription),

h) **to file a complaint with a supervisory authority** (i.e., to the President of the Office for Personal Data Protection), pursuant to article 77 of GDPR; if you believe that we are not processing your personal data in accordance with the provisions of the law, or that we in any way infringe the privileges of the generally applicable provisions of the law on the protection of personal data.

20. In regard to the right to remove your data (the right to be forgotten), please note that in accordance with the provisions of GDPR, you do not have the right to exercise this right if:

   a) the processing of your personal data is necessary for exercising the right to freedom of expression and information, e.g. if you have posted your details on a blog, in the comment section, etc.,

   b) the processing of your personal data is necessary for our company to fulfill legal obligations arising from the provisions of law – we cannot delete your personal data for the time necessary to discharge the responsibilities (e.g. tax-related) imposed on us by the provisions of law,

   c) processing of your data is conducted for the purposes of investigating, determining or defending claims.

21. If you wish to exercise your rights referred to in the preceding paragraph, please use the appropriate tabs in the Application that allow you to remove your account and the data collected in our application, or send a message to email address: iod@fitatu.com, or submit it in written form to the address referred to in paragraph 3 above.

22. Each recognised security breach is documented, and if one of the situations referred to in the provisions of either GDPR or the Act occurs, data subjects and, if applicable, POPDP, shall be informed about such a breach.

23. All capitalised words shall have the meanings assigned to them in our Application Regulations, unless otherwise stated in this Privacy Policy.

24. In matters not regulated by this Privacy Policy, the relevant applicable provision of law shall apply. If the provisions of our Privacy Policy do not comply with the provisions mentioned above, the latter provisions shall apply.
Cookies Policy and Fitatu Web Storage

1. When using the Application, please consent to the use of cookies and Web Storage technology (as defined here: [https://www.w3schools.com/html/html5_webstorage.asp](https://www.w3schools.com/html/html5_webstorage.asp)), in accordance with the Privacy Policy and terms and conditions.

2. Cookies, and Web Storage mean files saved and stored on your computer, tablet or phone, while you visit different pages on the Internet or you are using the application. A cookie or Web Storage usually contain the name of the website that you visited, the “life expectancy” of the cookie (that is, its useful life), and a randomly generated unique number used to identify your browser/application by means of which you connect to the Internet.

3. Two types of cookies/Web Storage are in use – session cookies and persistent cookies. Session cookies remain on your device only while using the application. Persistent cookies remain on your device for the time of its useful life, or until you delete them (or uninstall the application).

4. The Application uses the following types of cookies/Web Storage:

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>necessary to operate webpages</td>
<td>necessary for the proper functioning of the Application, allowing you to navigate through it and benefit from its elements. For example, those cookies can remember your previous activity (e.g. the articles you have read), if you return to the same page during the same session.</td>
</tr>
<tr>
<td>necessary for improving performance</td>
<td>collecting information and statistical data about the ways our visitors use the Application, and providing information about the areas that our clients visit, the time they spend in each of them, and the problems that they face, for example error messages and usage statistics. This allows us to improve the performance of the Application.</td>
</tr>
<tr>
<td>improving functionality</td>
<td>those remembering the user’s settings and choices made (such as the user’s name, region, and personalised content settings), to provide the User with more personalised content and services.</td>
</tr>
</tbody>
</table>

5. Cookies/Web Storage may be stored on your device while you use the Application, and we may transfer information within the group of settings improving functionality and containing anonymized application statistics to/from the following trusted third parties:
   a) Google (the Android operating system),
   b) Google Analytics ([https://analytics.google.com/analytics/web/](https://analytics.google.com/analytics/web/))
   c) Apple (the iOS operating system)
d) Google Fit (https://www.google.com/fit/)
e) Apple HealthKit (https://developer.apple.com/healthkit/)
f) Facebook (www.facebook.com)
g) FitBit API (https://dev.fitbit.com/)

6. Restriction on the use of cookies/Web Storage may affect the Application's functionality, and even hinder the ability to use the Application.