

Riseform — Terms of Use

End-User Licence Agreement for the Riseform application

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Important notice — please read first

Riseform is a **personal record-keeping and training-log tool**. It is **not a medical device**, it does **not** provide medical, pharmacological, diagnostic or dosing advice, and it must **not** be used to make decisions about your health, medication or the use of any substance. Riseform is intended **only for adults aged 18 or over**.

Section 9 (*Health, fitness and substance-related disclaimer*) contains provisions that limit our obligations and allocate risk to you. Section 16 and Section 17 limit our liability. Please read them carefully. Nothing in this agreement removes rights that mandatory law — including consumer protection law — grants you and that cannot be waived by contract.

1. Who we are and how to reach us

The Riseform application (“**Riseform**”, the “**App**”) and the website at <https://riseform.io> (the “**Website**”) are provided by:

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referred to in this agreement as “**we**”, “**us**” or “**our**”. “**You**” means the individual who downloads, installs, accesses or uses the App.

The name and address above are provided in accordance with Apple’s minimum end-user licence terms and applicable EU information requirements, so that you may address questions, complaints or claims relating to the App to us.

2. What this agreement is

2.1. These Terms of Use (the “**Terms**”) form a legally binding agreement between you and us governing your download, installation and use of the App, of the companion applications described in Section 4, and of the Website.

2.2. These Terms constitute the end-user licence agreement (“**EULA**”) for the App for the purposes of the Apple App Store. Where these Terms are silent, the terms of Apple’s standard *Licensed Application End User License Agreement* apply to the extent they are not inconsistent with these Terms.

2.3. Our **Privacy Policy**, published at <https://riseform.io/privacy>, forms part of this agreement and explains how personal data is handled. Please read it together with these Terms.

2.4. By downloading, installing or using the App you confirm that you have read, understood and accept these Terms. **If you do not accept these Terms, do not download, install or use the App.**

3. Eligibility — adults only

3.1. The App is intended exclusively for persons who are **at least 18 years old**. By using the App you represent and warrant that you are 18 or older and have full legal capacity to enter into this agreement.

3.2. The App is rated 18+ and is not directed at children. We do not knowingly make the App available to persons under 18. If we become aware that a person under 18 is using the App, we may terminate their licence under Section 13.

3.3. The App is not intended for use by, or on behalf of, any person under medical supervision who has been advised against strength training or against recording the information the App allows you to record.

4. What the App does

4.1. Riseform is an offline-first strength-training and personal-protocol log for iPhone. Its features may include, in the versions in which they are made available:

- **Training log** — training days, exercises, sets, weights, repetitions, rest timers, tonnage, workout history, personal records and charts;
- **Body metrics** — weight, height, body-fat percentage, circumferences and other measurements you choose to record, with comparison and progress views;
- **Protocol and cycle log** — a neutral record of courses, substances (“compounds”), sources, doses, injections, injection sites, dates, free-text tags and notes that **you** enter;
- **Supplement log** — supplement plans, intake schedules and adherence;
- **Lab-analysis log** — records of laboratory tests you have taken, including titles, tags, notes and file attachments (photographs or PDF documents) that you add;
- **Reminders and notifications** — local notifications for rest timers, injections, supplements and planned analyses;
- **Apple Health integration** — optional reading and writing of health and fitness data through Apple’s HealthKit framework;

- **Apple Watch companion** — starting and running a workout and displaying live heart rate on a paired Apple Watch;
- **Live Activity and widget** — an active-workout display on the Lock Screen and in the Dynamic Island;
- **Calendar mirroring** — optional creation of a dedicated device calendar with your workouts and upcoming reminders;
- **iCloud synchronisation and backup** — optional synchronisation through *your own* iCloud account, and automatic snapshot files stored in *your own* iCloud Drive;
- **Riseform GymDesk** — an optional companion application for macOS that edits your exercise library and synchronises with the App over your local network;
- **Export** — export of your history to a spreadsheet file through the system share sheet.

4.2. **Deterministic behaviour, not artificial intelligence.** All “smart” behaviour of the App — day rotation, weight prefill, auto-advance, restoration of an interrupted workout, calorie estimates, training-load figures, suggested lab-test checklists and injection-site observations — is produced by fixed, pre-written arithmetic rules applied to data **you** entered. The App does not use machine learning, does not profile you, and does not make any automated decision that produces legal effects or similarly significantly affects you.

4.3. Features may differ between App versions, devices, operating-system versions and regions. We may add, change, suspend or remove features in accordance with Section 12.

5. Licence grant

5.1. Subject to your compliance with these Terms, we grant you a **limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable licence** to download, install and use one copy of the App, in object-code form, on Apple-branded devices that you own or control, for your own personal, non-commercial purposes, as permitted by the Apple Media Services Terms and Conditions (including Family Sharing and volume-purchase provisions where applicable).

5.2. This is a licence, not a sale. All rights not expressly granted to you are reserved by us and our licensors. You acquire no ownership interest in the App.

5.3. Any updates, upgrades, patches or new versions we make available are part of the App and are covered by this licence, unless supplied with separate terms, in which case those separate terms apply.

6. Restrictions on use

You must not, and must not permit any third party to:

- (a) copy, modify, adapt, translate or create derivative works of the App, except to the extent that applicable mandatory law (including Articles 5 and 6 of Directive 2009/24/EC and the corresponding provisions of the Polish Act on Copyright and Related Rights) expressly permits such acts notwithstanding this restriction;

- (b) reverse engineer, decompile or disassemble the App, or attempt to derive its source code, except to the extent expressly permitted by the mandatory law referred to in paragraph (a);
- (c) rent, lease, lend, sell, sublicense, distribute, publish or otherwise make the App available to any third party;
- (d) remove, obscure or alter any proprietary notice, trade mark or attribution in the App;
- (e) circumvent, disable or interfere with any security, licensing, integrity or access-control feature of the App or of the platform on which it runs;
- (f) use the App on a device on which the operating system has been modified in a way not authorised by Apple (“jailbreaking”), or otherwise in a manner that violates the terms applicable to that platform;
- (g) use the App for any unlawful purpose, or in a way that infringes the rights of any other person;
- (h) use the App, or any data obtained from it, to provide services to third parties, including coaching, medical, pharmaceutical or advisory services, without our prior written agreement;
- (i) use automated means to access, scrape or extract data from the App or the Website, or attempt to gain unauthorised access to any system associated with them.

7. Your relationship with Apple

7.1. The agreement is with us, not Apple. This agreement is concluded between you and us only, and not with Apple Inc. or its subsidiaries (“**Apple**”). We, and not Apple, are solely responsible for the App and its content.

7.2. No maintenance or support obligation for Apple. Apple has no obligation whatsoever to furnish any maintenance or support services in respect of the App. Support is provided by us, as described in Section 11.

7.3. Warranty. To the maximum extent permitted by applicable law, Apple gives no warranty in respect of the App. If the App fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) paid for the App. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to a failure to conform to a warranty are our responsibility and not Apple’s. This paragraph does not limit any statutory rights you have against us as a consumer.

7.4. Product claims. We, and not Apple, are responsible for addressing any claims by you or any third party relating to the App or your possession or use of the App, including: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal

or regulatory requirement; (iii) claims arising under consumer protection, privacy or similar legislation, including in connection with the App's use of HealthKit; and (iv) claims relating to health, fitness or substance-related information recorded in the App.

7.5. Intellectual property claims. In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, we, and not Apple, are solely responsible for the investigation, defence, settlement and discharge of that claim.

7.6. Third-party beneficiary. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

7.7. Purchases are made from Apple. Where the App or any feature within it is offered for a charge, the transaction is concluded with Apple (in the European Union, Apple Distribution International Ltd.) as the seller of record, under the Apple Media Services Terms and Conditions. Section 8 explains what this means for cancellations and refunds.

8. Free version, subscriptions and payments

8.1. Current position. At the effective date of these Terms the App is provided free of charge and contains no in-app purchases.

8.2. Paid features. We may make some features available on a paid basis, including as an auto-renewing subscription ("**Premium**"). Where Premium is offered, paragraphs 8.3 to 8.10 apply. Features that are free at the time you install the App will not be moved behind a paywall in a way that deprives you of access to data you have already recorded; your existing records always remain readable, exportable and deletable.

8.3. Disclosure before purchase. Before you subscribe, the App will show you, in the purchase screen: the name of the subscription, what it includes, the length of the subscription period, the price per period, and the price of any introductory offer or free trial together with the price that applies afterwards.

8.4. Billing and auto-renewal. Payment is charged to your Apple Account at confirmation of purchase. A subscription renews automatically for successive periods of the same length unless it is cancelled at least **24 hours before the end of the current period**. Your Apple Account is charged for the renewal within 24 hours prior to the end of the current period, at the then-applicable price.

8.5. Managing and cancelling. You can manage and cancel your subscription at any time in the Apple Account settings on your device (Settings → your name → Subscriptions). Cancellation takes effect at the end of the current paid period; you keep access to Premium until then. Deleting the App does not cancel a subscription.

8.6. Free trials. Where a free trial is offered, any unused portion of a free trial period is forfeited when you purchase a subscription to the same content. Unless cancelled at least 24 hours before it ends, a free trial converts into a paid subscription automatically.

8.7. Price changes. We may change subscription prices for future periods. Where required by Apple or by law, you will be notified in advance and, where required, asked to consent to the new price; if you do not consent, the subscription will not renew at the new price.

8.8. Refunds and the right of withdrawal. Because Apple is the seller of record, **all refund requests are handled by Apple** under the Apple Media Services Terms and Conditions, and we cannot issue refunds directly. If you are a consumer in the European Union, the United Kingdom or another jurisdiction granting a statutory right of withdrawal from distance contracts, that right is exercised against Apple as your counterparty; you may lose it once the supply of digital content has begun with your prior express consent and your acknowledgement that the right will be lost. Nothing in this Section limits your statutory rights, including your rights in respect of digital content that is not in conformity with the contract under Directive (EU) 2019/770 and the Polish Consumer Rights Act.

8.9. Third-party terms. You must comply with the applicable third-party terms of agreement when using the App — in particular the Apple Media Services Terms and Conditions and any terms applicable to iCloud.

8.10. Taxes. Prices displayed include applicable taxes where required. Any tax consequences of your purchase are administered by Apple.

9. Health, fitness and substance-related disclaimer

This Section is fundamental to the agreement. If you do not accept it, you must not use the App.

9.1. Not a medical device. Riseform is a general fitness and personal record-keeping tool. It is not intended by us for any medical purpose within the meaning of Regulation (EU) 2017/745 on medical devices — it is not intended for the diagnosis, prevention, monitoring, prediction, prognosis, treatment or alleviation of any disease, injury or disability, and it has not been assessed, certified or cleared as a medical device by any regulatory authority. It must not be used as one.

9.2. Not medical advice. Nothing in the App, on the Website or in any communication from us is medical, pharmacological, nutritional, diagnostic or therapeutic advice, and none of it creates a doctor–patient or any other professional relationship. **Always consult a qualified physician or other appropriately licensed professional before beginning, changing or ending any training programme, diet, supplement regimen, medication or protocol, and before acting on anything you record in or read from the App.** Never disregard or delay seeking professional medical advice because of something in the App.

9.3. Emergencies. The App is not designed for emergencies and does not contact anyone on your behalf. **In a medical emergency, call your local emergency number immediately (112 in the European Union).**

9.4. Training carries risk. Strength training and other physical activity involve inherent risks, including serious injury and, in rare cases, death. You are solely responsible for deciding whether you are fit to train, for your technique, for the loads you select, for your equipment and environment, and for supervising your own safety. Weights, repetitions and

progressions shown by the App are prefilled from **your own previous entries** by arithmetic; they are a record of what you did, not a recommendation of what you should do next.

9.5. The protocol and cycle log is a neutral record. The App allows you to record substances, doses, injections, injection sites, supplements and laboratory results **that you choose to record**. That functionality is a diary. We do **not**:

- (a) recommend, endorse, encourage or promote the use of any substance, including any anabolic-androgenic steroid, hormone, peptide, prescription medicine or any other performance- or appearance-enhancing substance;
- (b) supply, sell, source, distribute, advertise or facilitate the acquisition of any substance;
- (c) advise whether you should use any substance, which substance to use, in what amount, by what route, at what interval, or for how long;
- (d) provide any protocol, cycle plan, post-cycle plan, ancillary regimen or therapeutic guidance; or
- (e) verify, validate or endorse the accuracy, identity, purity, legality or safety of anything you record.

9.6. Calculators are arithmetic, not advice. Where the App converts a quantity you enter into another unit — for example, converting a dose into a syringe volume using a concentration you entered, or into syringe graduations for a syringe type you selected — it performs arithmetic on **your inputs only**. The result is not a dose visualization, not a prescription, and not a statement that any dose is appropriate, effective or safe. The result is only as accurate as the values you enter, and you are solely responsible for verifying every input and every result.

9.7. Checklists and observations are informational. Suggested laboratory-test checklists, injection-site observations, adherence figures, calorie and training-load estimates and similar outputs are derived from your own entries by fixed rules. They are informational starting points, not a medical protocol, not a diagnosis, and not a substitute for laboratory interpretation by a qualified professional. Estimates of calories and training load are approximations and must not be relied upon for any medical or clinical purpose.

9.8. Legality is your responsibility. Many substances that a user might choose to record are prescription-only medicinal products, controlled substances or otherwise regulated, and their possession, importation, administration or use may be restricted, licensed or prohibited in your jurisdiction, and may be prohibited by the rules of sports federations or anti-doping organisations (including the World Anti-Doping Code). **You are solely responsible for ensuring that everything you do is lawful and permitted where you are.** Recording something in the App does not make it lawful, safe or permitted. We do not authorise, and these Terms do not permit, any use of the App to plan, facilitate or conceal unlawful activity.

9.9. No reliance. You use the App entirely at your own risk and on your own judgement. To the fullest extent permitted by law, and subject to Sections 16.2 and 17.2, we accept no

liability for any injury, illness, adverse reaction, health consequence, loss or damage arising out of or in connection with your training, your use of any substance, your interpretation of any record, or any decision you take in reliance on the App.

9.10. Apple Health data. Where you grant access to Apple Health, the App reads and writes only the data types described in the Privacy Policy, for the purposes described there. Health and fitness data obtained through HealthKit is never used for advertising, marketing or data-mining purposes and is never disclosed to any third party.

9.11. Acknowledgement and acceptance. You acknowledge that this Section 9 is presented to you within the App before you are able to use it, and that you confirmed your acceptance of it at that time. We may require you to confirm your acceptance again following any material amendment to this Section. This Section remains available for you to review at any time in the App's settings.

9.12. You are responsible for the data you enter. The App performs no plausibility, safety or sanity check on any value you enter and is not capable of detecting an incorrect entry. Every calculation it performs uses only the values you supplied — including concentration, quantity, unit of measurement, vial contents and syringe type — and will produce a wrong result whenever any of those values is wrong. Before acting on any figure shown by the App, you must verify each value you entered against the labelling of the product concerned and independently satisfy yourself that the result is correct. You must not rely on the App as the sole source of any such figure.

9.13. The App does not monitor you and will not warn you. The App does not monitor your health or your condition, does not detect or identify adverse reactions, does not check for contraindications, allergies, interactions between substances or cumulative exposure, and does not identify an excessive, unsafe or mistaken dose. It issues no safety alerts of any kind. The absence of a warning from the App is not, and must never be treated as, an indication that anything you have recorded or intend to do is safe, appropriate or correct.

9.14. No clinical validation. No calculation, estimate, checklist or observation produced by the App has been clinically validated, verified against any reference standard, or reviewed or approved by any medical professional, regulatory authority, notified body or other independent expert. The App has not been tested for accuracy for any medical or clinical purpose and must not be used for one.

9.15. Acknowledgement of risk. You acknowledge that you have read and understood the risks described in this Section 9, that those risks include serious injury, illness, lasting harm to your health and, in rare cases, death, and that you choose to use the App voluntarily and with knowledge of them. To the fullest extent permitted by applicable law, you accept those risks. This paragraph does not exclude or limit any liability referred to in Section 17.2.

9.16. Fitness to train and medical clearance. You represent and warrant that you are in a state of health that permits the activity you record in the App, and that where your condition, age, medical history, medication or any symptom makes it appropriate to do so, you have obtained

clearance from a qualified physician before training and before making any change to your training, diet, supplement regimen or protocol.

9.17. Reporting suspected errors. If you believe that any calculation, conversion, reminder, figure or other output of the App is or may be incorrect, you must stop relying on that feature immediately and report it to us at [SUPPORT@riseform.io], giving enough detail for us to reproduce the issue. Continuing to rely on an output that you believe or suspect to be incorrect is unreasonable, and you do so entirely at your own risk.

9.18. Effect of this Section. This Section allocates risk and defines what the App is and is not. It does not exclude or limit any liability that may not lawfully be excluded or limited, and it is subject in all respects to Sections 16.2 and 17.2. If you are a consumer, your statutory rights are unaffected.

10. Your content and your responsibility for it

10.1. All information you enter into the App — training records, measurements, protocol entries, notes, photographs, laboratory result files and everything else — is “**Your Content**”. As between you and us, Your Content belongs to you. We do not claim any ownership of it.

10.2. The App is offline-first. In normal use Your Content is stored on your device and, if you enable it, in **your own** iCloud account. We do not have access to it, we do not receive it, and we cannot recover, restore, moderate or delete it for you. The Privacy Policy explains this architecture in detail.

10.3. You are solely responsible for Your Content: for its accuracy, for having the right to record it, and for the lawfulness of recording it. If you record information about another person — for example in a note or an attached document — you are responsible for having a lawful basis for doing so.

10.4. You must not use the App to store material that is unlawful to possess in your jurisdiction.

11. Support

11.1. We provide support by email at support.riseform@kvdd.eu. We aim to respond within a reasonable time but do not guarantee any particular response time or that any issue can be resolved.

11.2. Apple has no obligation to provide any maintenance or support for the App (Section 7.2).

11.3. Because we have no access to Your Content, support cannot include data recovery. Section 12 explains why keeping your own backups matters.

12. Data, backups and loss of data

12.1. **You are responsible for your own backups.** The App offers backup, restore, export and iCloud synchronisation features to help you, but the ultimate responsibility for preserving Your Content is yours.

12.2. Synchronisation through iCloud is a **live mirror**, not a version history: a deletion or corruption on one device may propagate to your other devices. Automatic snapshot files stored in your iCloud Drive are provided as restore points, but we do not guarantee that a snapshot exists, is complete, is readable or can be restored.

12.3. Data may be lost for reasons outside our control, including device loss, damage or reset; deletion of the App; changes to your Apple Account or iCloud storage; operating-system or platform changes; or your own actions. To the fullest extent permitted by law, and subject to Sections 16.2 and 17.2, we are not liable for any loss of, corruption of, or inability to access Your Content.

12.4. We recommend that you export your history periodically and keep a copy outside the App.

13. Availability, updates and changes to the App

13.1. We do not warrant that the App will be available uninterrupted or error-free, or that it will be compatible with every device or operating-system version. The App requires a supported version of iOS and, for some features, a supported version of watchOS or macOS.

13.2. We may issue updates. Some updates may be required for the App to continue functioning. Where the App is supplied to you as a consumer as digital content, we will provide updates, including security updates, as required by Directive (EU) 2019/770 and the corresponding Polish provisions, for the period during which they may reasonably be expected.

13.3. We may change, suspend or discontinue the App, any feature of it, or the Website, in whole or in part. Where a change materially and adversely affects you and the App is supplied against payment, we will inform you in advance and, where the law so requires, you will be entitled to terminate and to a proportionate refund through the applicable Apple process.

13.4. If we discontinue the App entirely, we will use reasonable efforts to give advance notice through the App or the Website so that you can export Your Content.

14. Term and termination

14.1. This agreement takes effect when you first download, install or use the App and continues until terminated.

14.2. **You** may terminate at any time by ceasing to use the App and deleting it from your devices. Deleting the App does not by itself delete data held in your iCloud account, and does not cancel any subscription (Section 8.5).

14.3. **We** may suspend or terminate your licence with immediate effect if you materially breach these Terms — in particular Sections 3, 6, 9.8 or 10.4 — or if we are required to do so by law. Where the breach is capable of remedy and the circumstances allow, we will give you notice and a reasonable opportunity to remedy it first.

14.4. On termination, the licence granted in Section 5 ends and you must stop using and delete the App. Sections 7, 9, 10.3, 12, 15, 16, 17, 18, 21 and 22 survive termination.

15. Intellectual property

15.1. The App, the Website, their source code, design, user interface, graphics, icons, illustrations, text, exercise library content, and the “Riseform” name and logo are owned by us or our licensors and are protected by copyright, trade mark and other laws. Nothing in these Terms transfers any of those rights to you.

15.2. Third-party marks referred to in the App or the Website (including Apple, App Store, iPhone, Apple Watch, iCloud, HealthKit and YouTube) are the property of their respective owners and are used for identification only. We are not affiliated with, endorsed by or sponsored by those owners.

15.3. The App may link to third-party content, including video hosted on third-party platforms. We do not control that content, we do not endorse it, and your use of it is governed by the third party’s own terms and privacy policy.

15.4. If you send us feedback, ideas or suggestions, you grant us a perpetual, worldwide, royalty-free licence to use them without obligation or compensation. You are under no obligation to send feedback.

16. Disclaimer of warranties

16.1. To the fullest extent permitted by applicable law, the App and the Website are provided “**as is**” and “**as available**”, without warranty of any kind, whether express, implied or statutory, including any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose, accuracy or non-infringement. We do not warrant that the App will meet your requirements, that its operation will be uninterrupted or error-free, that defects will be corrected, or that any output, estimate or calculation it produces will be accurate or complete.

16.2. **Consumer rights are unaffected.** If you are a consumer, you have statutory rights in respect of digital content that is not in conformity with the contract, including under Directive (EU) 2019/770 and the Polish Act of 30 May 2014 on Consumer Rights. Nothing in these Terms excludes, limits or modifies those rights, and paragraph 16.1 applies only to the extent that the applicable law permits.

17. Limitation of liability

17.1. Subject to paragraph 17.2, and to the fullest extent permitted by applicable law:

- (a) we are not liable for any indirect or consequential loss, loss of profit, loss of business, loss of opportunity, loss of goodwill, or loss of or damage to data;
- (b) we are not liable for any loss or damage arising from the matters described in Section 9 (health, training and substance-related risks) or Section 12 (loss of data);
- (c) our total aggregate liability arising out of or in connection with this agreement, whether in contract, tort (including negligence), under statute or otherwise, is limited to the greater of (i) the total amount you paid for the App and any in-app purchase in the twelve (12) months preceding the event giving rise to the liability, and (ii) EUR 100.

17.2. Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) damage caused intentionally or by gross negligence (in accordance with Article 473 § 2 of the Polish Civil Code, liability for damage caused intentionally cannot be excluded in advance);
- (c) fraud or fraudulent misrepresentation;
- (d) any liability under mandatory product-liability legislation; or
- (e) any other liability that cannot lawfully be limited or excluded, including under mandatory consumer protection law.

17.3. The App is currently supplied free of charge. Where digital content is supplied without payment, the scope of our liability is assessed accordingly under applicable law, without prejudice to paragraph 17.2.

17.4. Each provision of this Section operates separately. If any part is held to be unenforceable, the remaining parts continue to apply.

18. Indemnity

18.1. If you are **not** acting as a consumer, you agree to indemnify and hold us harmless against any claim, liability, damage, loss and reasonable expense (including reasonable legal fees) arising out of your breach of these Terms, your unlawful use of the App, or your breach of Section 9.8.

18.2. This Section does not apply to you if you are a consumer within the meaning of applicable consumer protection law.

19. Legal compliance and export control

19.1. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

19.2. You must comply with all applicable local, national and international laws in connection with your use of the App, including export-control, sanctions, medicines, controlled-substance and anti-doping laws.

20. Changes to these Terms

20.1. We may amend these Terms where there is a valid reason to do so — for example a change in the App’s functionality or business model, a change in law, a regulatory requirement, or a change in the terms imposed by Apple.

20.2. We will publish the amended Terms at <https://riseform.io/terms> with an updated version number and effective date. Where a change materially affects your rights or obligations, we will give you reasonable advance notice through the App, the Website or by other appropriate means before it takes effect.

20.3. Continuing to use the App after the effective date of the amended Terms constitutes acceptance of them. If you do not accept a change, your remedy is to stop using the App and delete it, and — where a paid subscription is affected — to cancel it before the change takes effect.

21. Governing law, jurisdiction and complaints

21.1. **Governing law.** These Terms and any non-contractual obligations arising out of or in connection with them are governed by the law of the **Republic of Poland**, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods.

21.2. **Consumers keep their local protection.** If you are a consumer habitually resident in another country of the European Economic Area, the choice of law in paragraph 21.1 does not deprive you of the protection of the mandatory provisions of the law of your country of habitual residence, in accordance with Article 6 of Regulation (EC) No 593/2008 (Rome I).

21.3. **Jurisdiction.** Disputes are subject to the jurisdiction of the courts of the Republic of Poland. If you are a consumer, you may also bring proceedings in the courts of your country of residence and may only be sued there, in accordance with Articles 17–19 of Regulation (EU) No 1215/2012 (Brussels I recast).

21.4. **Complaints.** Please contact us first at [SUPPORT@riseform.io]. We will acknowledge your complaint and aim to respond substantively within 14 days.

21.5. **Alternative dispute resolution.** The European Commission’s Online Dispute Resolution platform ceased to operate on 20 July 2025 and is no longer available. If you are a consumer in the European Union, you may still be able to use a national alternative dispute resolution body. In Poland, consumers may seek assistance from the Trade Inspection (Inspekcja Handlowa), from a municipal or district consumer ombudsman (miejski/powiatowy rzecznik konsumentów), or from the President of the Office of Competition and Consumer Protection (UOKiK, <https://www.uokik.gov.pl>). Consumers resident in another EEA state may contact their national European Consumer Centre. We

are not obliged to participate in, and do not commit in advance to participate in, alternative dispute resolution proceedings.

21.6. Complaints and claims concerning a purchase transaction (billing, renewal, refund) should be directed to Apple, as the seller of record (Section 8.8).

22. General

22.1. **Entire agreement.** These Terms, together with the Privacy Policy, constitute the entire agreement between you and us regarding the App and supersede any prior understanding on that subject. This does not exclude liability for fraudulent misrepresentation.

22.2. **Severability.** If any provision is held to be invalid or unenforceable, it will be modified to the minimum extent necessary, or severed, and the remaining provisions will continue in full force.

22.3. **No waiver.** Our failure to enforce any provision is not a waiver of it.

22.4. **Assignment.** You may not assign or transfer this agreement. We may assign it to a successor in connection with a merger, acquisition or transfer of the business, provided that your rights are not diminished; where required by law we will notify you and, if you are a consumer, you may terminate.

22.5. **Force majeure.** We are not liable for any failure or delay caused by events beyond our reasonable control.

22.6. **Language.** These Terms are drawn up in English. Any translation is provided for convenience only; in the event of a discrepancy, the English version prevails, save where mandatory consumer law in your country requires otherwise.

22.7. **Headings** are for convenience only and do not affect interpretation.

23. Contact

Kanstantsin Vaitsakhouski

Individual developer

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