

TERMS AND CONDITIONS OF THE INSKIN PLATFORM

§ 1. General provisions

1. These Terms and Conditions (hereinafter: "Regulations" or "Terms"), determine the Regulations governing the use of INSKIN platform located at www.inskin.site (hereinafter: "Platform").
2. The Platform is owned by Anastasia Voronova conducting business activity at Dvořákovo nábrežie 7529/4C, Bratislava-Staré mesto, Bratislava, Slovakia (hereinafter: "Service Provider").
3. The Service Provider may be contacted by:
 - 1) e-mail at: anastasia.voronova@inskin.team,
 - 2) regular mail at: Dvořákovo nábrežie 7529/4C, Bratislava-Staré mesto, Bratislava, Slovakia,
 - 3) telephone at: +380961549414.
4. Before using the Platform, the Customer is obliged to read the Regulations and Privacy Policy.

§ 2. Definitions

The capitalized words used in the Regulations have the following meaning:

- 1) Account - a panel created in the IT system of the Platform, enabling the User to use its functionalities, in particular the purchase of Consultations,
- 2) Account Service – a digital service consisting in the creation and maintenance of an Account by the Service Provider for the User,
- 3) Account Service Agreement – an agreement, under which the Service Provider undertakes to provide the Account Service to the User free of charge for an indefinite period, and the User undertakes to provide the Service Provider with personal data,
- 4) Agreement – Agreement for the provision of the Account Service or Consultation Agreement,
- 5) Consultation - a service that the Customer can purchase on the Platform; consultations take place via WhatsApp or Telegram messengers,
- 6) Consultation Agreement – an agreement, under which the Service Provider undertakes to provide the Customer with the cosmetological Consultation, and the Customer undertakes to pay the price to the Service Provider,
- 7) Consumer - a natural person performing a legal transaction with the Service Provider not directly related to its business or professional activity,
- 8) Customer - a person who is a Consumer, Entrepreneur or Entrepreneur with the rights of a Consumer, who has concluded an Agreement with the Service Provider for the delivery of Consultations or has taken steps to conclude it,
- 9) Entrepreneur - a natural person, a legal person or an organizational unit without legal personality, whose specific provisions grant legal capacity, conducting business or professional activity on its own behalf,
- 10) Entrepreneur with Consumer Rights - a natural person conducting business or professional activity on his own behalf, who has concluded an Agreement with the Service Provider directly related to his business activity, but not having a professional character for that person, resulting in particular from the subject of his business activity,

- 11) Newsletter Services Agreement – agreement for the provision of digital content, pursuant to which the Service Provider undertakes to provide the Subscriber with the Newsletter free of charge for an indefinite period, and the Subscriber undertakes to provide the Service Provider with personal data,
- 12) Non-compliance – it is understood as non-compliance of the Subject of the digital service with the Agreement regarding its delivery,
- 13) Privacy policy - a document containing information on the processing of User's and Customers' personal data by the Service Provider,
- 14) Regulations - a term defined in § 1 section 1 of the Regulations,
- 15) Review - the Customer's Review on the service purchased by him, expressed by assigning points to the Consultation on a scale specified by the Service Provider or through a description of experiences related to the Consultation,
- 16) Service Provider - a term defined in § 1 section 2 of the Regulations,
- 17) Subject of digital service – Account Service, Newsletter Service or Consultation,
- 18) Subscriber – a person who is a Consumer, Entrepreneur or Entrepreneur with Consumer Rights, who has entered into a Newsletter Services Agreement with the Service Provider or has taken steps to enter into such an Agreement,
- 19) User – a person who is a Consumer, Entrepreneur or Entrepreneur with the rights of a Consumer, who has concluded an Account Service Agreement with the Service Provider or has taken steps to conclude it,
- 20) Working day - a day that is not a Saturday, Sunday, or other non-working day.

§ 3. Technical requirements

1. To properly use the Platform and services, the following are jointly required:
 - 1) connection to the Internet,
 - 2) device(s) enabling the use of Internet resources,
 - 3) a web browser capable of displaying hypertext documents on the screen of the device, linked to the Internet via the World Wide Web service, supporting the JavaScript programming language and, moreover, accepting cookies,
 - 4) an active e-mail account,
 - 5) an active Whatsapp or Telegram phone number.
2. As part of the Platform, it is forbidden for Users to use viruses, bots, worms or other computer codes, files, or programs (in particular scripts and applications that automate processes or other codes, files or tools).
3. The Service Provider informs that it uses cryptographic protection of electronic transfer and digital content by applying appropriate logical, organizational, and technical measures, in particular to prevent third parties from accessing data, including SSL encryption, the use of access passwords and anti-virus or anti-virus programs.
4. The Service Provider informs that despite the application of the safeguards referred to in paragraph 3 above, the use of the Internet and services provided electronically may be at risk of getting into the ICT system and the User's device, malware or gaining access to data on this device by third parties. To minimize the threat, the Service Provider recommends the use of antivirus programs or measures protecting identification on the Internet.

§ 4. Terms of use of the Platform

1. The User is obliged to use the Platform in a manner consistent with the provisions of generally applicable law, the provisions of the Regulations, as well as with good practices.
2. Providing illegal content by the User is prohibited.
3. The prices of the Consultations available on the Platform are expressed in euros (EUR) and constitute a gross value (they include all mandatory price components, including the VAT due).
4. The Customer may purchase Consultations both after creating an Account and without creating it. In the case of creating an Account, the Customer should log in to it before starting the purchase.

§ 5. Account Service Agreement

1. To conclude the Agreement for the provision of the Account Service, the User should perform the following actions:
 - 1) enter the Platform's website and then click on the "Create account/register" button,
 - 2) In the form that appears, enter the following data:
 - a) e-mail address,
 - b) full name,
 - c) Whatsapp or Telegram telephone number,
 - d) date of birth,
 - e) country of residence,
 - f) password to the Account created by the User,
 - 3) it is obligatory to mark the checkbox next to the statement of reading the Regulations and Privacy Policy and accepting their provisions,
 - 4) optionally- tick the checkbox next to the declaration of consent to receive the Newsletter,
 - 5) Click the "Create account/Register" button.
5. Clicking the "Create account/Register" button is tantamount to the conclusion by the User of the Agreement for the provision of the Account Service.
6. The User gains access to the Account immediately by clicking the "create account" button.
7. After creating an Account, the User may supplement the mandatory data stored on it with the optional data.
8. Through an Account, the User may in particular:
 - 1) store your personal data,
 - 2) purchase Consultation.
9. The Service Provider informs and the User acknowledges that maintaining the compliance of the Account Service with the Agreement for the provision of the Account Service does not require the User to install its updates.
10. If the User is not granted access to the Account immediately after the conclusion of the Agreement for the provision of the Account Service, the User calls the Service Provider to immediately grant access to the Account. The summons referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 2 point 1 of the Regulations. In the event that the Service Provider does not grant the User access to the Account immediately after receiving the call referred to in the preceding sentence, the User may withdraw from the Agreement for the provision of the Account Service.
11. Notwithstanding the provisions of sections 7-8 above, the User may at any time and without giving a reason terminate the Agreement for the provision of the Account Service with immediate effect.
12. Withdrawal from the Agreement for the provision of the Account Service or its termination, regardless of the basis for this action, takes place by submitting to the Service Provider by the User

a statement of withdrawal from the Agreement for the provision of the Account Service or its termination. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 4 point 1 of the Regulations. The Service Provider deletes the Account immediately after receiving the statement referred to in the preceding sentence.

13. If the User uses the Account in a manner contrary to the provisions of generally applicable law, the provisions of the Regulations or decency, as well as providing illegal content by the User, the Service Provider may terminate the Agreement for the provision of the Account Service with a notice period of 7 (seven) days by submitting a notice statement to the User via e-mail. After the expiry of the notice period indicated in the preceding sentence, the Account is permanently deleted. During the notice period, the Service Provider may block the User's access to the Account if it is necessary to prevent further violations by the User.
14. Blocking or deleting the Account does not affect the performance of the Consultation Agreements concluded by the User before the blocking or deletion of the Account.
15. Notwithstanding the provisions of sections 1-12 above, the User may delete his Account at any time. For this purpose, the User should send an e-mail with a request to delete the Account to the following address: office@inskin.site.

§ 6. Consultation Agreement

1. To conclude the Consultation Agreement, the Customer should perform the following actions:
 - 1) access the Platform's website,
 - 2) register or log in to the Account,
 - 3) enter the tab of the selected Consultation or Consultation package and click the "add to cart" button,
 - 4) enter the "basket" tab and click the "checkout" button,
 - 5) In the form that appears, type or select the following:
 - a) name and surname,
 - b) e-mail address,
 - c) Whatsapp or Telegram telephone number,
 - d) country of residence,
 - e) billing address,
 - f) credit card number,
 - g) date of birth,
 - h) optional - company and tax identification number (if the Customer is an Entrepreneur or Entrepreneur with consumer rights),
 - 6) it is obligatory to mark the checkbox next to the statement of reading the Regulations and Privacy Policy and accepting their provision,
 - 7) it is obligatory to tick the checkbox next to the declaration of consent to perform the Consultation before the deadline for withdrawal from the Agreement for the provision of the Consultation,
 - 8) optionally- tick the checkbox next to the declaration of consent to receive the Newsletter,
 - 9) click the "Order with the obligation to pay" button and then pay for the Consultation using the payment method provided by the Service Provider (Fondy).
2. Making a payment for the Consultation by the Customer is tantamount to concluding the Agreement for the provision of the Consultation.
3. The Service Provider provides the Customer with a Consultation via the WhatsApp or Telegram

services – on time and in accordance with the manner chosen by the Customer, after receiving the payment.

4. The Service Provider informs and the Customer acknowledges that the Consultation is not subject to updating.
5. In the event of failure to deliver the Consultation within the time limit indicated in paragraph 5 above, the Customer shall call the Service Provider to deliver it. The summons referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 2 point 1 of the Regulations. If the Service Provider does not deliver the Consultation immediately after receiving the request or within an additional period expressly agreed with the Customer, the Customer may withdraw from the Agreement for the provision of the Consultation.
6. Withdrawal from the Agreement for the delivery of the Consultation requires the Customer to submit a statement of withdrawal to the Service Provider. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 2 point 1 of the Regulations.
7. The Service Provider is obliged to refund the price of the Consultation, or the Consultation package paid by the Customer immediately, but no later than within 14 (fourteen) days from the date of receipt of the Customer's statement of withdrawal from the Agreement for the provision of Consultations. The refund of the price shall be made using the same method of payment as used by the Customer, unless the Customer has expressly agreed to a different method of refund, which does not involve any costs for him.
8. The provisions of sections 6-7 above do not apply to Customers who are Entrepreneurs.

§ 7. Complaints regarding the Subject of the digital service

1. The provisions of this § 7 shall apply only:
 - 1) Customers who are:
 - a) Users, Subscribers or Customers, unless a specific provision of the Regulations applies only to one of these persons, and
 - b) Consumers or Entrepreneurs with Consumer rights,
 - 2) Account Service Agreements, Newsletter Agreements and Consultation Agreements, unless a specific provision of the Regulations applies to only one of these Agreements,
 - 3) Non-compliance of the Account Service with the Account Service Agreement, Non-compliance of the Newsletter Service with the Newsletter Service Agreement and Non-compliance of the Consultation with the Consultation Delivery Agreement.
2. The Subject of the digital service delivered to the Customer by the Service Provider must comply with the Agreement for its delivery:
 - 1) at the time of its delivery – if the Subject of the digital service is delivered once or in parts,
 - 2) throughout the entire period of delivery of a given digital service subject – if it is delivered continuously.
3. The Service Provider is responsible for Non-compliance:
 - 1) existing at the time of delivery of the Subject of digital service and disclosed within 2 (two) years from that moment- if it is delivered once or in parts,
 - 2) disclosed during the period of delivery of a given Subject of digital service- if it is delivered continuously.
4. In the event of disclosure of Non-compliance, the Customer may file a complaint containing a request to bring the Subject of digital service into compliance with the Agreement regarding its

delivery.

5. The complaint is submitted by e-mail to the address indicated in § 1 section 2 point 1 of the Regulations.
6. The complaint should include:
 - 1) name and surname of the Customer,
 - 2) e-mail address,
 - 3) a description of the Non-compatibility revealed,
 - 4) request to bring the Digital Performance Item into compliance with the Contract for its delivery.
7. The Service Provider may refuse to bring the Subject of digital services into conformity with the Agreement regarding its delivery, if this is impossible or would require the Service Provider to incur excessive costs.
8. After considering the complaint, the Service Provider provides the Customer with a response to the complaint, in which:
 - 1) acknowledges the complaint and indicates the planned date of bringing the Subject of the digital service into compliance with the Agreement regarding its delivery,
 - 2) refuses to bring the Subject of the digital service into compliance with the Agreement regarding its delivery for the reasons indicated in paragraph 7 above,
 - 3) rejects the complaint because it is unfounded.
9. The Service Provider responds to the complaint by e-mail within 14 (fourteen) days from the date of its receipt.
10. If the complaint is accepted, the Service Provider at its own expense brings the Subject of the digital service into compliance with the Agreement regarding its delivery within a reasonable time from the receipt of the complaint and without undue inconvenience to the Customer, considering the nature of the Subject of the digital service and the purpose for which it is used. The planned date of bringing the Subject of the digital service into compliance with the Agreement regarding its delivery is indicated by the Service Provider in response to the complaint.
11. In the event of disclosure of Non-compliance, subject to section 14 below, the Customer may submit to the Service Provider a statement on price reduction or withdrawal from the Agreement when:
 - 1) bringing the Subject of the digital service into conformity with the Agreement for its delivery is impossible or requires excessive costs,
 - 2) The Service Provider has not brought the Subject of the digital service into compliance with the Agreement regarding its delivery in accordance with paragraph 10 above,
 - 3) The Non-compliance persists even though the Service Provider has attempted to bring the Subject of the digital service into conformity with the Contract for its delivery,
 - 4) The Non-compliance is so significant that it justifies withdrawal from the Agreement for the delivery of a given Digital Performance Item without first requesting the Service Provider to bring it into compliance with the Agreement regarding its delivery,
 - 5) it is clear from the Service Provider's statement or circumstances that the Service Provider will not bring it into conformity with the Agreement for its delivery within a reasonable time or without undue inconvenience to the Customer.
12. A statement on price reduction or withdrawal from the Agreement may be submitted by e-mail to the address indicated in § 1 section 2 point 1 of the Regulations.
13. The statement on price reduction or withdrawal from the Agreement should contain:
 - 1) name and surname of the Customer,

- 2) e-mail address,
 - 3) the date of delivery of the Subject of the digital service,
 - 4) revealed Non-compliance,
 - 5) indication of the reason for making the declaration, chosen from among the reasons indicated in paragraph 11 above,
 - 6) a statement on price reduction, together with an indication of the reduced price, or a statement of withdrawal from the Agreement.
14. The Customer may not submit a statement on price reduction to the Service Provider if the Non-Compliance relates to the Account Service.
 15. The Service Provider is not entitled to demand payment for the time during which the Consultation was not in conformity with the Agreement for the provision of the Consultation, even if the Customer used this Consultation before withdrawing from the Agreement for the provision of the Consultation.
 16. The reduced price must be in such proportion to the price resulting from the Consultation PAgreement in which the value of the Consultation or the package of Consultations not in accordance with the Consultation Provision Agreement remains up to the value of the Consultation (Consultation package) in accordance with the Consultation Agreement. The Service Provider shall return to the Customer the amounts due because of exercising the right to a price reduction immediately, no later than within 14 (fourteen) days from the date of receipt of the statement on price reduction.
 17. The Customer may not withdraw from the Agreement for the provision of the Consultation if the Non-Compliance is irrelevant.
 18. In the event of withdrawal by the User from the Agreement for the provision of the Account Service, the Service Provider deletes the Account immediately after receiving a statement of withdrawal from the Agreement for the provision of the Account Service.
 19. In the event of withdrawal by the Customer from the Agreement regarding the delivery of the Subject of the digital service the Customer is obliged to cease using it and make it available to third parties.

§ 8. Newsletter Services Agreement

1. To conclude the Newsletter Services Agreement, the Subscriber should fill the register form, tick the checkbox next to the statement on consent to receive the Newsletter, having read and accepted the Regulations and Privacy Policy and click the "Subscribe" option.
2. The Newsletter Services Agreement is concluded for an indefinite period.
3. The Service Provider informs, and the Subscriber acknowledges, that:
 - 1) the Newsletter is not subject to updates,
 - 2) frequency and dates of Newsletter delivery are not predetermined and depend on the current situation of the Service Provider.
4. The Subscriber may terminate the Newsletter Services Agreement at any time and without giving any reason, with immediate effect.
5. Withdrawal from the Newsletter Services Agreement or its termination, regardless of the grounds for such action, shall require the Subscriber to submit an appropriate statement to the Service Provider. The statement referred to in the preceding sentence may be made by:
 - 1) clicking by the Subscriber on the unsubscribe link which is sent with each Newsletter.

- 2) the Subscriber sending to the Service Provider a statement on withdrawal from the Newsletter Services Agreement or its termination by e-mail.
6. The Service Provider shall stop providing the Newsletter to the Subscriber immediately after the Subscriber performs one of the actions indicated in Section 5 above.

§ 9. Reviews

1. A Customer who has purchased the Consultation and used it personally may send Review to the Service Provider regarding that Consultation.
2. Sending the Review may take place in any way, in particular by filling in the electronic form made available on the Platform by the Customer. Simultaneously with sending the Review, the Customer should submit a statement on reading the Regulations and Privacy Policy and accepting their provisions (e.g. by checking the checkbox in the form made available on the Platform).
3. The Service Provider publishes the Review in the Consultation card after checking whether it does not violate the provisions of the Regulations. However, this does not preclude the removal of the Review that has already been published if it proves to be inconsistent with the Rules of Procedure after its publication.
4. The Review sent to the Service Provider cannot be changed or deleted by the Customer.
5. The Service Provider is not obliged to publish the received Review.
6. It is forbidden to post in Reviews:
 - 1) untrue, unlawful or decency data,
 - 2) personal data of persons other than the Customer,
 - 3) advertising, promotional, political, religious, or discriminatory content.
7. Sending the Review is tantamount to the Customer making a statement that he is the sole author of the Review. The Customer is responsible for the content of the Review and the consequences of its publication (including infringements of personal rights and intellectual property rights of third parties).
8. Sending the Review is tantamount to granting the Service Provider by the Customer a free-of-charge non-exclusive license to use it (hereinafter: "Customer's License").
9. The Customer's license is granted for an indefinite period (with the possibility of termination for two years in advance, effective at the end of the calendar year) and without territorial restrictions and includes the use of the Feedback in the following fields of exploitation:
 - 1) recording and reproduction in any quantity, by any technique and in any format,
 - 2) dissemination in any way, by any means of communication, in particular through publication on the Platform and in the Service Provider's social media.
10. The Customer's license authorizes the Service Provider to grant any other third parties further licenses to use the Feedback. Further license referred to in the preceding sentence may be granted by the Service Provider for a fee or free of charge.
11. The Customer undertakes not to exercise its moral rights in the Review (including the right to mark the authorship of the Review and the right to supervise the use of the Review) and authorizes the Service Provider to exercise these rights on behalf of the Customer.

§ 10. Service Provider's Intellectual Property

1. All components of the Platform, in particular:
 - 1) the name of the Platform,
 - 2) the logo of the Platform,

- 3) photos and descriptions of the Consultations,
 - 4) the principles of operation of the Platform's website, all its graphic elements, interface, software, source code and databases
 - are subject to legal protection under the provisions of generally applicable law, including the provisions of European Union law.
2. Any use of the Service Provider's intellectual property without the authorization resulting from the Regulations or the prior express consent of the Service Provider is prohibited.

§ 11. Processing of personal data

Information on the processing of personal data by the Service Provider can be found in the Privacy Policy available at: <https://inskin.site/Privacy-Policy-en.pdf>.

§ 12. Out-of-court dispute resolution

1. The provisions of this § 12 apply only to Customers who are Consumers.
2. The Customer has the option of using out-of-court complaint and redress methods.
3. Detailed information on the possibility of using out-of-court complaint and redress methods by the Customer and the rules of access to these procedures are available at the offices and on the websites of local ombudsmen or consumer protection authorities.
4. The Customer may also use the Online Dispute Resolution (ODR) platform available at: <http://ec.europa.eu/consumers/odr/>.

§ 13. Responsibility

1. The Service Provider does not provide medical advice and does not guarantee the achievement of specific results of care recommended or proposed as part of the Consultation.
2. The Service Provider shall not be liable to Users for the consequences of:
 - 1) misuse the Account Service and the Consultation Service by the User,
 - 2) the effects of using data authorizing access to the Account Service by third parties if these persons came into possession of such data because of their disclosure by the User or because of their insufficient protection by the User against access by such persons.
3. The Service Provider shall not be liable for disruptions in the functioning of the Platform resulting from:
 - 1) force majeure,
 - 2) necessary conservation and modernization work carried out on the Platform,
 - 3) reasons attributable to the User,
 - 4) reasons beyond the control of the Service Provider, in particular actions of third parties for which the Service Provider is not responsible.
4. The Service Provider undertakes to carry out the works referred to in section 2 point 2 above in the least burdensome way possible for the Customers and, if possible, to inform them in advance about the planned works.
5. The Service Provider undertakes, as far as possible, to remove disruptions in the functioning of the Platform on an ongoing basis.

§ 14. Changing the terms of the Account Service

1. The Service Provider may change the Account Service in the event of:

- 1) the need to adapt the Account Service to newly created devices or software used by Users to use the Account Service,
 - 2) the Service Provider's decision to improve the Account Service by adding new functionalities or modifying existing functionality,
 - 3) the legal obligation to make changes, including the obligation to adapt the Account Service to the current legal status.
2. Changing the Account Service may not involve any costs on the part of the User.
3. The Service Provider informs Users about the change of the Account Service by placing a message on the Account informing about the changes. Regardless of the change, information about the change may be sent to Users via e-mail.
4. If the change of the Account Service will significantly and negatively affect the User's access to the Account Service, the Service Provider is obliged to inform the User about:
 - 1) the nature and timing of the change, and
 - 2) the User's right to terminate the Agreement for the provision of the Account Service with immediate effect within 30 (thirty) days of making the change.
5. The information referred to in section 4 above shall be sent by the Service Provider to Users via e-mail, no later than 7 (seven) days before the change.
6. Termination of the Agreement for the provision of the Account Service by the User pursuant to section 4 point 2 above takes place by submitting to the Service Provider a statement on termination of the Agreement for the provision of the Account Service. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 2 point 1 of the Regulations. The Service Provider deletes the Account immediately after receiving the statement referred to in the preceding sentence.

§ 15. Amendments to the Terms and Conditions

1. The Service Provider may change the Regulations in the case of:
 - 1) changes in the Service Provider's data,
 - 2) changes in the subject of the Service Provider's activity,
 - 3) commencement of the provision of new services by the Service Provider, modification of services previously provided or discontinuation of their provision,
 - 4) technical modification of the Platform requiring adaptation of the provisions of the Regulations to them,
 - 5) the legal obligation to make changes, including the obligation to adapt the Regulations to the current legal status.
2. Customers will be informed about the amendment to the Regulations by publishing its amended version on the Platform's website. At the same time, the amended version of the Regulations will be sent to Users by e-mail.
3. Contracts for the supply of services concluded before the date of publication of the new Regulations on the Platform's website shall be governed by the provisions of the Regulations in force at that time.
4. The User who does not agree to the amendment of the Regulations may terminate the Agreement for the provision of the Account Service with immediate effect within 7 (seven) days from the date of receipt of the amended version of the Regulations by e-mail. Lack of termination shall be deemed consent to change the Regulations.
5. Termination of the Agreement for the provision of the Account Service takes place by submitting to

the Service Provider by the User a statement of termination of this Agreement. The statement referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1 section 2 point 1 of the Regulations.

6. Immediately after receiving the statement referred to in section 5 above, the Service Provider deletes the Account.

§ 16. Final provisions

1. The current version of the Regulations is effective from 17.07.2023.