

TERMS AND CONDITIONS OF THE KETOSWITCH.LIFESWITCHER.COM WEBSITE

Thank you for visiting our website at www.ketoswitch.lifeswitcher.com (hereinafter referred to as "LifeSwitcher.com", "Website", "Service")

The form of these terms and conditions implies the establishment of general terms and conditions for the use of the Website. These terms and conditions, if you decide to use LifeSwitcher.com, govern in particular the use of the Website, including our liability issues.

We invite you to read the regulations
LifeSwitcher.com Team

§ 1 ABOUT US

LifeSwitcher.com is owned by LifeSwitcher.com Sp. z o. o. with its registered office in Białystok (address: ul. Świętego Rocha 14A/48, 15-879 Białystok, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000836304; the registry court where the company's documentation is kept: District Court in Białystok XII Economic Department of the National Court Register; NIP: 5423399130; REGON: 385871274, e-mail address: support@lifeswitcher.com (hereinafter: "Service Provider").

§ 2 DEFINITIONS

1. Definitions used in these Terms and Conditions shall mean:

- a) REGULATIONS - these regulations of the Website.
- b) WORKING DAY - one day from Monday to Friday excluding public holidays.
- c) CONTACT FORM - a form available on the Website, enabling contact with the Service Provider, available in the "Contact" tab.
- d) CANCELLATION FORM OF THE SUBSCRIPTION PLAN - a form available on the Website that allows you to contact the Service Provider in order to unsubscribe, available in the "My profile" tab".
- e) ACCOUNT, PROFILE - Electronic Service, marked with individual electronic mail address (e-mail address) and password provided by the Client, a set of resources and functionalities available in the Service Provider's IT system, in which the data provided by the Client and information about his/her activities on the Website are collected. An Account shall also enable the use of other Electronic Services available on the Website, for which there is a requirement of prior Account creation.
- f) PRODUCT - a paid Service that may be or is the subject of a sales contract between the Customer and the Service Provider.
- g) INTERNET SERVICE, LIFESWITCHER.COM - Provider's Website available at www.lifeswitcher.com.
- h) ELECTRONIC SERVICE - a service provided electronically by the Service Provider to the Client via the Website in accordance with the Terms and Conditions.

- i) BILLING PERIOD - a specific period of time, covered by the agreement concluded for a definite period of time, during which the User has access to the service for which he is obliged to make a payment.
- j) USER, CUSTOMER, USER - a natural person with full legal capacity, and in cases provided for by generally applicable law, also a natural person with limited legal capacity - using or intending to use the Electronic Services available at Lifeswitcher.com, including concluding or intending to conclude an agreement for sale of the Product, without regard to the business activity conducted by them.
- k) SERVICE PROVIDER, SELLER - LifeSwitcher.com Sp. z o. o. with its registered office in Białystok (address: ul. Świętego Rocha 14A/48, 15-879 Białystok, entered in the Register of Entrepreneurs of the National Court Register under No. KRS 0000836304; registration court where the company's documentation is kept: District Court in Białystok XII Economic Division of the National Court Register; NIP: 5423399130; REGON: 385871274, e-mail address: support@lifeswitcher.com
- l) CIVIL CODE - the Civil Code Act of April 23, 1964. (Journal of Laws No. 16, item 93 as amended).
- m) COPYRIGHT - The Copyright and Neighboring Rights Act of February 4, 1994. (Journal of Laws No. 24, item 83 as amended)
- n) CONSUMER RIGHTS ACT, ACT - the Act of May 30, 2014 on consumer rights (Journal of Laws 2014, item 827 as amended).

§ 3 GENERAL TERMS OF USE OF LIFESWITCHER.COM

1. The Customer is obliged to use the Website in a manner consistent with the law and good practices with due regard to respect for personal rights, copyrights and intellectual property and intellectual property of Service Provider and third parties. The Client is obliged to enter data in accordance with the facts. The recipient is prohibited to provide unlawful content.
2. Technical requirements necessary for cooperation with the IT system used by the Seller:
 - a) a computer, laptop, tablet, smartphone or other multimedia device with Internet access with a minimum bandwidth of 1 Mbps;
 - b) email access;
 - c) web browser:
 - Mozilla Firefox version 17.0 and above,
 - Internet Explorer version 9.0 and higher,
 - Opera version 12.0 and above,
 - Google Chrome version 23.0 and above,
 - Safari version 5.0 and higher,
 - Microsoft Edge version 41.0 and higher;
 - d) enable your web browser to save cookies and Javascript.
3. The Administrator of the personal data processed on the Website in connection with in connection with the provisions of these Terms and Conditions is the Service Provider. Personal data are processed for the purposes, to the extent and on the basis of the grounds and principles set out in the privacy policy published at the Website. The Privacy Policy primarily contains rules on the processing of personal data by the Administrator, including the grounds, purposes and scope of personal data processing and the rights of data subjects, as well as information on the use of cookies and analytical tools on the Website. Using the Service is voluntary. Similarly, the related provision of personal data by the user is voluntary, subject to exceptions indicated in the Privacy Policy (conclusion of an agreement and statutory obligations of the Seller).
4. Service Provider shall comply with Article 14 (1) of the Act on Provision of Electronic Services of 18 July 2002. (Journal of Laws 2002 No. 144, item 1204 as amended) according to which: 'the person

who, providing access to the resources of the ICT system for the purpose of storing data by the recipient of the service, does not know about the unlawful nature of the data or related activities is not liable for the stored data, and in the case of receiving official notification or obtaining reliable information about the unlawful nature of the data or related activities will immediately prevent access to such data.

§ 4 ELECTRONIC SERVICES ON LIFESWITCHER.COM WEBSITE

1. Any Client may use the Site under the conditions specified in the Terms and Conditions.
2. The User has a possibility of using the Account Service in the Service, within the framework of which the additional services **Diet, Workouts** and **E-book** (provided for a fee) are available
3. In order to use the Service it is necessary to create an Account in accordance with the rules specified in the further part of the Terms of Use.
4. The Customer may also use the tab called Contact Form. Using of the Contact Form follows after
 - go to the **"Contact"** tab,
 - completing the Form,
 - click the "Send" button „**Wyślij**”.

Until you click on the **"Send"** button, you can modify the data you entered. The Contact Form requires the Customer to provide such data as: **name and surname, e-mail address and the content of the message**. The Contact Form service is provided free of charge and has a one-time use and does not require creating an account. It ends when the message is sent to the Service Provider or when sending of the message is stopped earlier.

5. Service Provider is obliged to provide Electronic Services without defects.

§ 5 ACCOUNT (PROFILE)

1. The Account service is provided for an indefinite period of time and is chargeable.
2. Creating and using an Account is possible after concluding a sales agreement by using the order form available on the Website.
3. The customer, after paying for the purchased product, will be able to set a password to his Account.
4. After prepayment by the customer to the e-mail address given in the form will be sent an e-mail confirming the creation of the Account.
5. The Customer has the option to delete the Account at any time by sending a request to the Service Provider via e-mail to the address: support@lifeswitcher.com.
6. The Customer receives within the purchased access to the Account the possibility of using. Product (diet, workout set or e-book) selected during the conclusion of the contract.
7. Service Provider may introduce additional services, the use of which will be paid separately. In this case, however, the use of additional services will require a separate order, the conditions of which, including the price, will be specified on the Website.

§ 6 DIET

1. The Electronic Service DIET is provided for a limited period of time and access to it is granted as a part of payment for purchase of an Account on the Website.
2. The customer has the option to purchase access to the diet service for a period of their choice (1 month, 3 months, 6 months). The subscription renews automatically at the end of each period (1 month, 3 months, 6 months) until cancellation.
3. The validity of access to the DIET Service is counted in months, starting from the moment of its activation until the last day of the Subscription term (1 month, 3 months, 6 months).
4. The DIET Service will automatically renew for the same period of time for which it was previously purchased. For example, if Customer's last purchased plan was 6 months, Service will automatically renew for 6 months.
5. The customer does not have the option to change the plan.
6. Diets are prepared by the Service Provider on the basis of information provided by the User when ordering the service. The User is responsible for the content of the information provided to the Service Provider, on the basis of which the Service Provider prepares a diet for the User. The Service Provider recommends that the User consults with a competent medical practitioner on the impact of the service on the User's health before using it. The Service Provider recommends that the dietary plans should not be used by persons suffering from: kidney disease, gout, liver cirrhosis, reflux, candidiasis, ulcers of the digestive system, diverticulitis, hashimoto's disease, Crohn's disease, pancreatic dysfunction, biliary tract dysfunction, irritable bowel syndrome, digestive system tumors, or persons who are pregnant or lactating.

§ 7 Payment for the DIET service

1. Payments collected by the Service Provider for the DIET Service are cyclical and automatic (auto-renewable payment) with the beginning of a given Billing Period.
2. The payment is made by debiting the means of payment, which the User uses for this purpose, with the appropriate amount due for a given Settlement Period.
3. Payments are collected based on the details provided by the User regarding the means of payment used for this purpose (e.g. credit card).
4. You can unsubscribe from your plan at any time. To do this, log in to the User Account on the Service Provider's Website and submit a declaration of resignation from the Service using the Subscription Plan Cancellation Form provided there. This declaration should be submitted no later than 72 hours before the expiry of a given Billing Period.
5. The Service Provider has 72 business hours to process a cancellation request.
6. In the situation specified in the above-mentioned point, the agreement shall be terminated only at the end of the Settlement Period for which the last payment was made and at the moment of termination the User shall lose the access to the DIET Service.
7. You shall not be entitled to a refund of payments for already paid Billing Periods.
8. If it is impossible to collect the payment due to lack of sufficient funds on the User's payment card on the date of commencement of a new Settlement Period, the Service Provider shall notify the User via e-mail to the address provided by the User of the unsuccessful payment due to lack of available funds on the card, as well as of the conditional period of service provision (grace period) during which attempts will be made to collect the payment.

9. Vendor reserves the right to change the price for the plan. Renewals may be charged at Service Provider's current rates, which Customer acknowledges and agrees that rates may be higher or lower than those for the original term of service.

§ 8 TRAINING

1. Electronic service TRAINING is provided for an indefinite period (one-time fee), and access to it is granted as part of the payment for the purchase of an Account on the Website. Along with the Customer's request to delete the Account, he loses access to the TRAINING service.
2. In order to purchase TRAINING services, you must purchase DIET services.
3. The TRAINING service is made available on the Website in the form of a video training.

§ 9 E-BOOK

1. The E-BOOK Electronic Service is provided for an indefinite period (one-time fee), and access to it is granted as part of the payment for the purchase of an Account on the Website. Along with the Customer's request to delete the Account, he loses access to the E-BOOK Service.
2. In order to purchase the E-BOOK service, you must purchase the DIET service.

§ 10 PRODUCT SALES AGREEMENT

1. The Sales Agreement is concluded at the moment of payment for the Product. The moment of payment is considered the moment of crediting the Seller's account.
2. The price of the Product shown on the Site is in the currency of the relevant country and includes taxes.
3. The content of the concluded contract of sale shall be recorded, secured and made available to the Client by making these Terms and Conditions available on the Website and by sending an e-mail to the Client after the purchase. The content of the contract of sale is also recorded and secured in the Service Provider's computer system.
4. Method and date of Product delivery and payment:
 - a) delivery of the Product is available worldwide.
5. Seller allows the following method of delivery:
 - a) electronic Delivery - making the functionalities comprising the Product available within an active Customer Account on the Website.
6. Delivery dates:
 - a) if the Customer selects the method of payment by bank transfer, electronic payment or credit card - the service will be generated by special software using a specially created algorithm in accordance with the analyzed customer responses. The service is intellectual property only, not physical goods, and will be available on the ketoswitch.lifesswitcher.com platform immediately after the payment has been credited to the Seller's bank or billing account.
7. The following payment methods are available:
 - a) payment by bank transfer to the Service Provider's bank account.
 - b) PayPal payment
 - c) safecharge card payment,

8. Payment terms:
 - a) the customer is obliged to make a payment for the concluded contract of sale within 7 calendar days of its conclusion.

§ 11 APPLICATION AND RESULTS OF THE DIET

1. The preparation of the DIET service by the Seller is carried out on the basis of limited information about the User. The Service Provider does not have any medical history or examination results of the User, in particular the Administrator does not have any data concerning:
 - User allergies,
 - Your failure to absorb certain products,
 - medical advice not to eat certain products,
 - User's medical conditions or injuries,therefore, before using the DIET, you should consult with a nutritionist or physician who will assess the risks and acceptability of the DIET for you.
2. The multitude of factors influencing the process of weight loss means that the Administrator cannot guarantee that the application of the DIET will bring the intended result or will not cause unwanted side effects.
3. The effects of the DIET on different Users may vary.
4. This website is not a source of medical knowledge and the information contained herein is not medical advice and may not be treated as a substitute for the consultation of a physician or dietician.
5. The Administrator does not have information about the Users' health condition and therefore does not control it. Users should take care of their own health condition, including undergoing appropriate medical examinations.

§ 12 CONTACT WITH LIFESWITCHER.COM

The form of current remote communication with the Seller is electronic mail (e-mail: support@lifeswitcher.com) through which you can exchange information with us on the use of LifeSwitcher.com. Service Recipients may also contact us in other ways permitted by law.

§ 13 COMPLAINTS ABOUT LIFESWITCHER.COM

1. Complaints relating to the operation of the LifeSwitcher.com website may be filed by the customer via e-mail at the following address: support@lifeswitcher.com.
2. The Service Provider recommends that you specify in the description of the complaint:
 - a) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of irregularities;
 - b) User Claim;
 - c) contact details of the complainant - this will facilitate and accelerate the processing of the complaint by the Service Provider.

3. Service Provider will respond to the complaint immediately, but no later than within 14 calendar days from the date of its submission. In the case of consumers, failure to respond within this period means that the Service Provider acknowledged the complaint as justified.
4. The Service shall not be liable for any failure to reimburse or delay in reimbursement if they are the result of incorrect address or name data or an incorrect bank account number provided by the Customer.

§ 14 WITHDRAWAL FROM THE CONTRACT BY THE CONSUMER

1. A consumer who has concluded a remote or off-premises contract may withdraw from it within 14 days without giving any reason and without incurring costs, except for reimbursement of additional costs of delivering the item, the cost of returning the item to the seller after withdrawal from the contract and the cost of payment for services rendered until the withdrawal from the contract.
2. The period for withdrawal from the contract shall begin.
 - a) for a contract in the performance of which the trader delivers the goods, being obliged to transfer their ownership - from the taking possession of the goods by the consumer or a third party indicated by him other than the carrier, and in the case of a contract that:
 - involves a number of items which are delivered separately, in instalments or in parts - from taking possession of the last item, instalment or part,
 - involves the regular delivery of items for a fixed period - from the taking possession of the first item;
 - b) for other contracts - from the date of contract conclusion.
3. The consumer may withdraw from the contract by making a statement of withdrawal to the trader. The statement can be made on a form, a specimen of which is included in Appendix 2 to the Act on Consumer Rights. The consumer may use the model form, but it is not mandatory. In order to meet the deadline it is enough to send the declaration before its expiry via electronic mail (e-mail) to the following address: support@lifeswitcher.com.
4. Seller is obliged to immediately, no later than 14 days from the date of receipt of consumer's statement of withdrawal from the contract, return to the consumer all payments made by him, including the costs of delivery of items to the consumer, except for reimbursement of additional costs of delivery of items, the cost of returning the item to the seller after withdrawal from the contract and the cost of payment for services rendered until the withdrawal.
5. Possible costs associated with the consumer's withdrawal from the contract that the consumer is obligated to pay:
 - a) in the case of a Product which is a service, the performance of which - at the express request of the consumer - has begun before the expiry of the withdrawal period, the consumer who exercises his right of withdrawal after having made such a request, is obliged to pay for the services performed until the withdrawal from the contract. The payment amount shall be calculated in proportion to the extent of the performance, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount shall be the market value of the performance.
6. The right of withdrawal from an off-premises or a distance contract shall not be available to the consumer with respect to contracts:
 - a) **provision of services, where the trader has performed the service in full with the express consent of the consumer, who has been informed before the performance, that after the performance by the trader will lose the right of withdrawal;**
 - b) in which the object of the service is a non-refabricated thing produced according to consumer specifications or serving to meet his individual needs;

- c) the supply of digital content which is not recorded on a tangible medium if the performance has begun with the consumer's express consent before the end of the withdrawal period and after the trader has informed the consumer of the loss of the right of withdrawal.

§ 15 OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES AND RULES OF ACCESS TO THESE PROCEDURES

1. Detailed information on the possibility of using by the Customer who is a consumer out-of-court procedures for handling complaints and claims and the rules of access to these procedures are available on the website of the Office of Competition and Consumer Protection at https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.
2. There is also a contact point at the President of the Office of Competition and Consumer Protection (phone: 22 55 60 333, e-mail: kontakt.adr@uokik.gov.pl or written address: Pl. Powstańców Warszawy 1, 00-950 Warsaw), whose task is, among others, to provide consumers with assistance in matters concerning out-of-court settlement of consumer disputes.
3. The consumer has the following examples of out-of-court methods of dealing with complaints and claims: (1) a request for dispute resolution to a permanent amicable consumer court (for more information, see: <http://www.spsk.wiih.org.pl/>); (2) a request for out-of-court dispute resolution to the provincial inspector of the Commercial Inspection (for more information, see the website of the inspector responsible for the place of business of the Seller); and (3) the assistance of a county (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (such as the Consumer Federation, the Polish Consumer Association).
4. There is a platform for online dispute resolution between consumers and traders at EU level (ODR platform) available at <http://ec.europa.eu/consumers/odr>

§ 16 COPYRIGHT

1. Copyright and intellectual property rights to the Website as a whole and its individual elements, including content, graphics, videos, works, designs and signs available within its scope belong to the Service Provider or other authorized third parties and are protected by the Copyright Act and other generally applicable laws. The protection granted to the Site covers all forms of their expression.
2. Provider's and third parties' trademarks should be used in accordance with applicable law. In accordance with applicable law.

§ 17 FINAL PROVISIONS

1. Contracts entered into through LifeSwitcher.com shall be governed by Polish law and in Polish language.
2. Change of Regulations - Service Provider reserves the right to make changes to the Regulations for important reasons, such as: changes in the law, adding new Services - to the extent that these changes affect the implementation of the provisions of these Regulations. The modified Terms of Use are binding on the Client if the requirements specified in Article 384 and 384[1] of the Civil Code have been met, i.e. the Client has been correctly informed about the changes and has not

terminated the agreement within 14 calendar days from the date of notification. In the event that the amendment of the Regulations would result in the introduction of any new fees or increase the current fees, the Customer who is a consumer has the right to withdraw from the contract.

3. In matters not covered by these Regulations shall apply universally applicable provisions of Polish law, in particular: Civil Code; Act on Provision of Electronic Services of 18 July 2002. (Journal of Laws 2002, No. 144, item 1204, as amended); the Act on Consumer Rights and other applicable laws. On Consumer Rights and other applicable provisions of universally binding law.
4. These Terms and Conditions do not exclude provisions in force in the country of habitual residence of the consumer entering into a contract with the Service Provider / Seller, which cannot be excluded by contract. In such a case, the Service Provider/Seller guarantees the consumer the protection granted to him/her under the provisions that cannot be excluded by contract.

Thank you for your careful reading!

If you have any questions, we are always at your disposal - please contact us.

We look forward to working with you,

LifeSwitcher.com Team