

# MUYA MOBILE APPLICATION TERMS OF SERVICE

Version 1.0 | Effective as of 15.05.2026

## 1. Service Provider Information

The service provider of the MUYA mobile application (hereinafter: the “Application”) is Sopraya Sp. z o.o. with its registered office in Chodzież (64-800), ul. Krasieńskiego 20, entered in the register of entrepreneurs of the National Court Register maintained by the District Court Poznań - Nowe Miasto i Wilda in Poznań, 9th Commercial Division of the National Court Register, under KRS number 0001165422, NIP 6070098148, REGON 541318039 (hereinafter: the “Service Provider”).

The Service Provider is the entity authorised to operate, manage and make the MUYA Application available to Users.

### Contact details of the Service Provider:

- email address (main contact): hi@muya.app
- email address (complaints): contact@sopraya.com
- phone number: +48 660 927 243
- correspondence address: ul. Krasieńskiego 20, 64-800 Chodzież, Poland

The Service Provider conducts business activity in the territory of the Republic of Poland and provides services by electronic means through the MUYA mobile Application.

## 2. Definitions

For the purposes of these Terms of Service, the following terms shall have the meanings set out below:

- **Application** - the mobile application under the name “MUYA”, made available by the Service Provider for mobile devices through the App Store and Google Play stores.
- **Service Provider** - Sopraya spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered office in Poland, being the operator of the Application.
- **User** - a natural person who is at least 16 years of age and uses the Application in accordance with these Terms of Service.
- **Terms of Service** - this document setting out the rules for using the Application and the rights and obligations of the Service Provider and the User.
- **Consumer** - a User who is a natural person and uses the Application for purposes not directly related to their business or professional activity, within the meaning of the applicable legal provisions.

- **Organisation** - an entity from any country entering into a B2B Agreement with the Service Provider for the purpose of providing access to the Application to its employees or collaborators under a group licence (Seats) model.
- **B2B User** - an Organisation's User who uses the Application as a Consumer under an assigned Seat.
- **B2B Agreement** - a separate agreement concluded between the Service Provider and the Organisation, governing the payment terms, number of Seats, and access management rules.
- **Services** - functionalities and Content made available to Users through the MUYA Application.
- **Account** - an individual User account created in the Application upon Registration.
- **Registration** - the process of creating a User Account by providing an email address or using an Apple ID identifier or Google account.
- **Stores** - mobile application distribution platforms, i.e. App Store (Apple) and Google Play (Google).
- **Privacy Policy** - a document setting out the rules for processing Users' personal data by the Service Provider.
- **Content** - all materials made available in the Application, in particular audio recordings, texts, and graphic elements.
- **Seat (User Access)** - an individual entitlement to use the Application assigned to one User under B2B Access.
- **Activation Code** - a unique alphanumeric string generated by the Service Provider and provided to the Organisation, which, upon entry in the Application, activates a subscription under an assigned Seat (B2B model).
- **Promotional Code** - a unique string enabling the use of a discount, trial period or other promotion relating to the Application subscription, made available as part of marketing campaigns, promotional collaborations, or partner programmes. A Promotional Code is not the same as a B2B Activation Code.
- **Creator (Influencer, Promotional Partner)** - a natural person or entity cooperating with the Service Provider under a partner programme or promotional campaign, authorised to distribute Promotional Codes to their own audience for remuneration agreed individually in a separate agreement.
- **Organisation's Contact Person** - a natural person designated by the Organisation in the B2B Agreement, authorised to liaise with the Service Provider on matters related to access management for the Services (submitting email address lists, reporting Seat changes, billing communication).

### 3. Description of the Application and Scope of Services

#### 3.1. Nature of the Application

The MUYA Application is a digital space for relaxation and mindfulness, providing Users with audio Content supporting rest, recovery, and daily mental and physical well-being.

Through the Application, the Service Provider makes available in particular audio recordings, including relaxation sessions and other audio materials, which may be supplemented by brief descriptions or accompanying information. Content is created by the MUYA team and may be gradually expanded with new modules.

### **3.2. How to Use the Application**

Use of the Application requires Registration. Without Registration, a User may browse the Application's interface; however, playback of Content and use of the Services is only possible after logging in to an Account.

The User independently decides on the selection of Content, its duration, and the manner of using the Application. The Application may also suggest selected Content; however, such suggestions are of an auxiliary nature and do not affect the User's independent decisions.

After selecting Content, use of the Application consists of listening to audio recordings and relaxing according to the User's own needs and preferences. The User may change the selected Content at any time.

### **3.3. Well-being Nature; No Medical Services**

The Services provided through the Application are of a relaxation and well-being support nature. The Application is not intended for the treatment or diagnosis of conditions, does not monitor health status, does not guarantee the achievement of specific outcomes, and does not make decisions on behalf of the User.

The Application does not collect or analyse data relating to the User's health, and all choices made within the Application are solely at the User's discretion.

Users should use the Application mindfully and in a manner suited to their own well-being. If discomfort or a general sense of unwellness is experienced, it is advisable to discontinue use of the Application.

### **3.4. Access Models**

The Application may provide both free Content, including samples of selected materials, and paid Services, in particular in the form of a subscription. Detailed payment terms are set out in Section 5 of these Terms of Service.

The Application may also be made available under a B2B model, in which access to the Services is offered to Organisations, enabling use of the Application by multiple Users within a single organisational structure, in accordance with the allocated number of Seats. Detailed rules of the B2B model are set out in Section 6 of these Terms of Service.

### **3.5. Links to Third-Party Services**

The Application may contain links to websites, platforms or services operated by third parties. Such links open outside the Application. The Service Provider does not exercise control over

the content or the personal data processing rules applicable on those third-party websites or services.

### **3.6. Changes to Functionality**

The operation of the Application and the availability of Services may be subject to change, including temporary technical interruptions. The Service Provider reserves the right to modify the Application's functionality for the purposes of its development, quality improvement, or adaptation to technical and legal requirements.

## **4. Conditions of Use, Registration, and Conclusion of Agreement**

### **4.1. Agreement Between the Service Provider and the User**

Use of the Application is governed by the terms set out in these Terms of Service. These Terms of Service constitute an agreement concluded between the Service Provider and the User.

The agreement is concluded at the moment of acceptance of the Terms of Service and completion of Registration in the Application. Downloading the Application alone does not constitute the conclusion of an agreement or the obtaining of access to the Services.

The agreement is concluded for an indefinite period. The User may terminate the agreement at any time by deleting their Account. The Service Provider may terminate the agreement in the event of a breach of these Terms of Service by the User.

### **4.2. User Age**

By using the Application, the User represents and warrants that they are at least 16 years of age.

The Application is not intended for persons under the age of 16. The Service Provider applies a uniform, elevated threshold of 16 years worldwide, regardless of local provisions applicable in individual jurisdictions where some of them permit lower age thresholds (e.g. the United Kingdom - 13 years, Ireland - 13 years, certain EU Member States - 13 or 14 years). The choice of a stricter, uniform age threshold results from the wellness nature of the Application and the aim of maintaining a consistent and transparent policy for the protection of minors across all serviced countries.

The Service Provider does not knowingly collect personal data of persons under the age of 16.

Upon becoming aware that personal data of a person under the age of 16 has been collected, the Service Provider shall immediately delete such data and block the Account.

### **4.3. Registration and Account**

Registration in the Application is carried out through the Clerk service, which is the primary authentication provider. A User may create an Account by providing an email address or by

SSO (Single Sign-On) login using an Apple ID or a Google account, in accordance with the Application's current functionalities. A User may hold only one Account.

The User is obliged to provide accurate and current data during Registration and to keep it up to date. The Service Provider shall not be liable for any consequences arising from the User providing incorrect or outdated data.

The User is responsible for all activities carried out using their Account. The Account is intended for individual use. This provision does not exclude the possibility of using the Application under the B2B model, in which access is granted to Users within an Organisation, with each User using the Application through their own individual Account.

The User may delete their Account at any time directly in the Application. Deletion of the Account constitutes termination of the agreement and loss of access to the Services, Content, and usage history in the Application.

The Service Provider reserves the right to block or delete a User's Account in the event of a breach of the Terms of Service, applicable law, or the Application's usage policies.

#### **4.4. Acceptance of Terms of Service and Privacy Policy**

**4.4.1. Acceptance upon Registration.** Acceptance of the Terms of Service and acknowledgement of the Privacy Policy takes place by implication - by completing Registration or logging into the Application. On the registration and login screen, directly next to the confirmation button (including when logging in using Apple ID or a Google account), the following information is displayed: "By registering, you accept the Terms of Service and Privacy Policy" (respectively: "By logging in, you accept the Terms of Service and Privacy Policy"), containing active links to the full, current versions of both documents. The User's act of registration or login is equivalent to acceptance of the Terms of Service in force on the date of that action.

**4.4.2. Recording of acceptance.** Independently of the implied nature of acceptance, the Service Provider records in the database evidence of its occurrence, comprising: the User identifier (user\_id), the version of the accepted Terms of Service, the date and time of acceptance (UTC timestamp), the IP address and the device identifier (device\_id). The record is created automatically at the moment of the first authentication of a newly created Account.

**4.4.3. No separate checkbox upon Registration.** At the stage of initial Registration or login, no separate checkbox is used; acceptance is inseparably linked to the act of creating an Account or logging in. The currently applicable version and date of the Terms of Service are indicated in the body of the document itself, available at the links provided (Terms of Service version 1.0, effective as of 15.05.2026).

**4.4.4. Re-acceptance upon amendment of the Terms of Service.** When a new version of the Terms of Service is published, upon the next launch or login the Application verifies whether the User has accepted the currently applicable version. If the User accepted an earlier version, the Application displays a blocking message (preventing further use of the Services), which requires the manual ticking of a checkbox stating "I have read and accept the new Terms of Service" and confirmation by pressing "Accept"; the message contains a summary

of the changes and links to the full text of the updated documents. Acceptance of the new version is recorded with the data set referred to in clause 4.4.2. Failure to accept blocks access to the Services; a User who does not accept the changes may terminate the contract by deleting their Account.

**4.4.5. Privacy Policy.** The Privacy Policy is not subject to separate acceptance by the User (checkbox) - it constitutes fulfilment of the information obligation (Art. 13 GDPR). The User is informed of any material change to the Policy within the Application by means of a notification (banner) containing a link to the current text; closing the notification is recorded solely as confirmation of having read it. Separate consents (marketing, newsletter under the double opt-in model, cookies/analytics) are obtained independently, in accordance with the Privacy Policy.

## 4.5. User Obligations

The User is obliged to use the Application in a manner consistent with applicable law, good practices, and the provisions of these Terms of Service. Copying, recording, distributing, or using Content available in the Application in a manner exceeding permitted personal use is prohibited.

The User is not entitled to take any actions that may disrupt the operation of the Application, interfere with its technical structure, or circumvent the security measures applied.

The User uses the Application voluntarily and on their own initiative, regardless of their country of residence or place of use of the Application.

These Terms of Service do not constitute and may not be interpreted as the establishment of an employment relationship, contract for services, contract for a specific result, partnership, or any other form of cooperation between the Service Provider and the User.

## 5. Payments, Subscriptions, and Right of Withdrawal

### 5.1. Scope of Paid and Free Services

Some Services available in the Application are free of charge, while access to other Services requires the purchase of a subscription.

The Application offers various access options, including a free version (Free plan) enabling use of selected Content and functionalities to a limited extent, as well as monthly and annual subscriptions.

The free version may include limitations on the number of available Content items, usage time, playback frequency, or access to selected features. Access to the full range of Content and Application functionalities requires an active subscription.

The Service Provider reserves the right to change the scope of functionalities available under each option, to introduce new subscription plans, or to discontinue existing ones, of which the User will be informed in the Application or on the website.

### 5.2. Payment Methods

Payments for subscriptions in the Application may be made:

- through the App Store and Google Play distribution platforms - for individual (B2C) Users
- directly by the Service Provider or through external payment providers - in the case of cooperation with Organisations under the B2B model, covering access to the Application for multiple Users within a single Organisation

In the B2B model, the payment terms, billing arrangements, and number of access entitlements may be determined individually in the B2B Agreement concluded between the Service Provider and the Organisation.

### **5.3. Automatic Subscription Renewal**

Subscriptions renew automatically for successive billing periods until cancelled by the User in the settings of the relevant Store.

The subscription fee is charged to the User's account in the relevant Store (Apple ID or Google account) at the time of purchase confirmation. For recurring subscriptions, the fee for the next billing period is charged automatically before the start of the next subscription period.

The subscription renews automatically unless cancelled no later than 24 hours before the end of the current billing period. If not cancelled within this period, the fee for the next period will be charged automatically in accordance with the rules of the relevant Store.

### **5.4. Subscription Management and Cancellation**

The User may manage their subscription, including cancelling it, in their account settings in the relevant Store (Apple ID in App Store or Google account in Google Play). Deleting the Account in the Application does not constitute cancellation of the subscription.

Cancellation of a subscription prevents its renewal for the next billing period, but does not result in a refund for the current subscription period, unless applicable law or the rules of the relevant Store provide otherwise.

Subscription sharing under Family Sharing is not supported by the MUYA Application. The subscription is intended solely for individual use by the Apple ID holder on which it was purchased. Apple's Family Sharing feature does not share the MUYA subscription with family group members.

### **5.5. Transparency and Prohibition of Dark Patterns**

The Service Provider applies exclusively transparent and fair information practices regarding automatic subscription renewal, in compliance with the prohibition of manipulative design patterns (so-called dark patterns) resulting from the Act on Counteracting Unfair Market Practices and the Omnibus Directive (EU 2019/2161).

Information on automatic renewal is provided before purchase confirmation in a clear, conspicuous, and easily understandable manner. Cancellation of the subscription is possible in the Application settings, App Store, or Google Play in a maximum of 3 clicks, without

technical obstacles, additional confirmations, or hidden costs. The Service Provider does not use artificial urgency, false countdown timers, or techniques that could mislead the Consumer.

## **5.6. Right of Withdrawal (Consumer)**

A Consumer has the right to withdraw from an agreement concluded through the Application within 14 days of its conclusion, without giving any reason.

To exercise the right of withdrawal, the Consumer submits a statement by electronic means, sending a message to the email address: [hi@muya.app](mailto:hi@muya.app). A model withdrawal form is available at [www.muya.app/withdrawal](http://www.muya.app/withdrawal). In the event of withdrawal, the Service Provider shall refund the payments received within 14 days of receipt of the statement.

In accordance with Art. 38(1)(13) of the Act on Consumer Rights, the right of withdrawal does not apply to the Consumer in respect of agreements for the supply of digital content not supplied on a tangible medium, for which the Consumer is required to pay a price, if performance has commenced with the Consumer's express prior consent and the Consumer was informed before commencement of performance that they would lose the right of withdrawal upon fulfilment of the agreement. Before purchasing a subscription, the Consumer is clearly informed of the loss of the right of withdrawal on the purchase screen and gives consent to the immediate commencement of performance by making the purchase.

Refunds are processed in accordance with the rules of the App Store or Google Play. The User acknowledges that access to digital Services may commence immediately after purchase.

## **5.7. Updates and Future Payment Forms**

Under a purchased subscription, the User has access to all Application updates and Content made available during the subscription period, without additional charges.

The Service Provider reserves the right to introduce other forms of paid access or subscriptions in the future, of which Users will be informed in the Application or on the website.

## **5.8. Promotional Codes and Partner Programmes**

The Service Provider conducts promotional activities involving the distribution of Promotional Codes, entitling Users to a discount on a subscription, an extended trial period, or other forms of promotion relating to access to the Services.

Promotional Codes are distributed in particular through:

- marketing campaigns conducted by the Service Provider (newsletter, social media, website)
- partner programmes and collaborations with Creators (influencers) conducted under separate agreements
- seasonal promotions and special campaigns

Promotional Codes are redeemed through mechanisms available in the Stores (App Store, Google Play) and subscription management tools used by the Service Provider. The detailed

terms of each promotion (discount amount, validity period, limitations, terms of subscription continuation after the end of the promotional period) are presented to the User before activation of the Promotional Code and on the purchase confirmation screen in the relevant Store.

A Promotional Code may be single-use or reusable, depending on the terms of the given campaign. The Service Provider reserves the right to invalidate a Promotional Code obtained in a manner inconsistent with its intended purpose, in particular as a result of circumventing technical limitations or breaching the terms of the promotion.

After expiry of the period covered by the Promotional Code, the subscription continues on the general terms set out in Sections 5.3-5.4, in accordance with the terms displayed in the relevant Store before activation of the Code. Cancellation of the subscription is possible at any time in the settings of the relevant Store.

**Collaborations with Creators and advertising disclosure.** The Service Provider conducts promotional collaborations with Creators (influencers) on terms determined individually in separate agreements. Under such collaborations, the Service Provider requires Creators to label promotional materials in accordance with the guidelines of the President of the Office of Competition and Consumer Protection of 2022 regarding labelling of advertising content in social media (in particular through labels such as “#advertisement”, “#collaboration”, “#ad”, or platform-native labels), as well as in accordance with analogous regulations applicable in other jurisdictions in which campaigns are conducted.

Responsibility for proper labelling of advertising materials lies with the Creator. The Service Provider shall not be liable for content published by Creators in breach of the agreement or applicable law.

Use of a Promotional Code received from a Creator does not change the User’s status as a Consumer. A User who purchases a subscription using a Promotional Code retains the full consumer rights set out in these Terms of Service and applicable law, including the right to withdraw from the agreement in accordance with Section 5.6.

## **6. Access to the Application under the B2B Model**

### **6.1. General Rules of the B2B Model**

The Service Provider may make the Application available to Organisations under the B2B model on the basis of separate arrangements or a B2B Agreement.

Under the B2B model, an Organisation obtains a specified number of accesses (Seats), which may be assigned to individual Users. Access to the Application under the B2B model is granted for a definite period, in accordance with the terms of cooperation between the Service Provider and the Organisation.

Each User using the Application under the B2B model is obliged to comply with these Terms of Service.

### **6.2. Structure of B2B Agreements**

Under the B2B model, a separate B2B Agreement is concluded between Sopraya Sp. z o.o. and the Organisation, governing the payment terms, number of Seats, and access management rules. At the same time, each User of the Organisation concludes an individual agreement with Sopraya Sp. z o.o. on the basis of these Terms of Service by personally accepting its provisions during Registration or first login.

The Organisation bears financial responsibility for amounts due under the B2B Agreement. The User individually undertakes to comply with the clauses regarding intellectual property rights (Section 12), the prohibition on sharing Content with third parties, and all other provisions of the Terms of Service. Acceptance of the Terms of Service by the User is a prerequisite for obtaining access to the Services under the assigned Seat.

Management of employees' subscriptions within the Organisation is carried out by the Service Provider on the basis of a list of email addresses submitted by the Organisation under a separate Data Processing Agreement (DPA) or on the basis of Activation Codes. The Organisation does not obtain access to the Service Provider's administration panel - User provisioning is carried out centrally by the Service Provider.

### **6.3. "Bulk Email" Model**

In the basic B2B model, the Organisation submits to the Service Provider a list of email addresses of employees or collaborators who are to be granted a Seat. The Service Provider activates Seats on the basis of this list.

Following Seat activation, the User receives from the Organisation an invitation together with instructions for downloading the Application and logging in using the specified email address. Upon first login, the User's subscription activates automatically, and the Application displays information about corporate access and its expiry date.

### **6.4. "B2B Activation Codes" Model (Future Variant)**

In addition to the basic model, the Service Provider reserves the right to make available in the future an alternative B2B model intended for Organisations that do not wish to share a list of employees' email addresses with the Service Provider (e.g. due to internal personal data protection policies).

Under this model, the Organisation would order a specified number of Seats and the Service Provider would generate the corresponding number of unique B2B Activation Codes, which the Organisation would distribute independently among employees or collaborators.

A User who has received a B2B Activation Code would enter it in the Application in the "I have an activation code" section. Upon successful verification, the Code is marked as used and assigned to the User's Account, activating the Seat. A B2B Activation Code is single-use - once used, it cannot be used again or transferred to another person.

As of the date of entry into force of these Terms of Service, the "B2B Activation Codes" model is not actively offered. Should it be launched, the Terms of Service will be updated accordingly, and Organisations will receive detailed terms of participation. B2B Activation Codes are not the same as Promotional Codes described in Section 5.8 and serve a separate function.

## **6.5. User Activation and Seat Assignment**

Activation of an Organisation's Users in the basic model ("bulk email") takes place through verification of the email address against the list submitted by the Organisation. The first-login mechanism is based on email address verification and assignment of the Account to a Seat within the Organisation's pool.

In the future, the Service Provider may expand activation mechanisms to include other methods, in particular B2B Activation Codes (Section 6.4), SSO (Single Sign-On), invitation codes, or an Organisation's administration panel.

Seats are assigned to specific Users and are not transferable between individuals. Upon removal of access to a Seat (revocation from the User), favourite sessions and listening history are permanently deleted from the User's Account. Deleted Seats are not reused or allocated to other persons - each new User requires a new Seat in accordance with the B2B Agreement.

## **6.6. Consumer Status of B2B Users**

A User using an Organisation's Seat retains the status of a Consumer. An employee or collaborator of an Organisation using the Application for relaxation purposes holds the status of a Consumer within the meaning of Art. 22(1) of the Civil Code.

## **6.7. Term and SLA**

The B2B Agreement specifies the minimum number of Seats, billing periods, invoicing rules, and other procedures. The Service Provider ensures availability of the Services on a "best effort" basis (monthly SLA of 95%, without a guarantee of critical availability).

Access to the Application granted under the B2B model does not constitute a subscription concluded by the User individually and is not subject to automatic renewal upon its expiry.

## **6.8. Termination of B2B Access**

Upon expiry of the B2B Access period or termination of cooperation, Users' access to the Services may be restricted or discontinued, unless the User obtains access in another form, in particular by purchasing an individual subscription through the App Store or Google Play.

The Service Provider shall not charge B2B Users any fees following the expiry of access, unless the User independently decides to purchase a subscription.

## **7. Personal Data Processing**

Users' personal data is processed by the Service Provider in accordance with applicable law, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR).

The full text of the Privacy Policy is available at [www.muya.app/privacy-policy](http://www.muya.app/privacy-policy) and in the Application in the "Legal Information" section. The Privacy Policy constitutes an integral supplement to these Terms of Service.

## **8. Complaints**

### **8.1. Scope of Complaints**

The Service Provider exercises due diligence to ensure the correct functioning of the MUYA Application and the Services provided through it.

Complaints may relate to the functioning of the Application and access to the Services, in particular Services covered by a subscription, including lack of access to purchased Content or incorrect operation of functionalities. Complaints may not relate to the User's subjective impressions, preferences, evaluations of Content, or whether Content meets individual expectations.

This provision does not limit or exclude the rights of the User under applicable consumer protection law.

### **8.2. How to Submit a Complaint**

A complaint may be submitted by electronic means by sending a message to the email address: [contact@sopraya.com](mailto:contact@sopraya.com), describing the irregularities that have occurred and the User's expectations in relation to the complaint.

Complaints are processed within 14 days of their receipt, and information on the manner of their resolution is provided to the User by electronic means.

Complaints relating to payments, refunds, and financial settlements are processed in accordance with the rules applicable in the App Store or Google Play.

### **8.3. Out-of-Court Dispute Resolution**

A User who is a Consumer may use the online dispute resolution platform (ODR platform) available at <https://ec.europa.eu/consumers/odr>. The ODR platform facilitates independent, impartial, confidential, and free-of-charge out-of-court online resolution of disputes between consumers and businesses. The Service Provider does not participate in dispute resolution procedures on the ODR platform; however, the Consumer has the right to use it.

The Consumer also has the right to use out-of-court dispute resolution methods available in their country of residence. The Service Provider does not commit to participating in out-of-court dispute resolution procedures; however, the Consumer has the right to use them.

## **9. Technical Requirements**

Use of the MUYA Application requires a mobile device (smartphone or tablet) with internet access and a currently supported version of the Android or iOS operating system installed.

Full use of the Application requires an active email address or login through an Apple ID or Google account.

To check whether their device meets the minimum technical requirements for using the Application, the User may review the information available on the Application's page in the

App Store or Google Play, where the minimum supported operating system version is indicated, and may also use the free version of the Application to verify compatibility.

The Service Provider shall not be liable for any inability to use the Application resulting from the User's failure to meet the above technical requirements.

## **10. Liability**

### **10.1. Nature of Services - No Medical Services**

The MUYA Application is of a well-being nature and serves relaxation and mindfulness purposes. The Service Provider does not provide medical, therapeutic, or diagnostic services through the Application. The Content available in the Application does not constitute specialist advice and does not replace consultation with a doctor, therapist, or other qualified specialist.

The Service Provider does not guarantee the achievement of specific effects, results, or improvement of well-being as a result of using the Application. Use of the Application is voluntary and at the User's own risk, in accordance with the Terms of Service and applicable law.

### **10.2. Application Availability**

The Service Provider exercises due diligence to ensure the correct operation of the Application; however, it shall not be liable for temporary interruptions in its availability caused by technical reasons, maintenance works, updates, failures, or other events beyond its direct control, unless these result from a gross breach of the Service Provider's obligations.

The Service Provider shall not be liable for any inability to use the Application or its incorrect operation resulting from causes attributable to the User, in particular related to failure to meet technical requirements, defective operation of the device, operating system, internet connection, or the User's software.

The Application may contain links to websites or services of third parties. The Service Provider shall not be liable for the content, rules of operation, or data processing rules applicable to such third parties.

### **10.3. Limitation of Liability**

The Service Provider's liability, to the extent permitted by applicable law, is limited to actual damages suffered by the User and does not include lost profits.

The provisions of this section are not intended to exclude or limit the Service Provider's liability to the extent that such exclusion or limitation would be impermissible under applicable law, in particular under provisions protecting consumer rights.

### **10.4. Liability towards Non-Consumer Users**

In relations with Users who are not Consumers, liability under warranty for defects is excluded to the fullest extent permitted by law.

In the case of Users who are not Consumers, the Service Provider's liability, regardless of the legal basis, is limited to the amount of remuneration paid by the User in the 12-month period preceding the event giving rise to the damage.

The limitation of liability set out in this section does not apply in the case of damage caused intentionally, nor in other cases where mandatory provisions of law do not permit the limitation or exclusion of liability.

### **10.5. Protection of Quasi-Consumers**

Limited consumer protection is afforded to Users conducting sole trader business who make a purchase or use the Services in a scope not directly related to their professional or business activity (so-called quasi-consumers), in accordance with Art. 385(5) of the Civil Code and Art. 38a of the Consumer Rights Act.

The provisions on the exclusion of warranty do not apply to quasi-consumers to the extent that they are afforded the protection available to consumers. The Service Provider applies to quasi-consumers the provisions of the Terms of Service relating to consumers in the part concerning the prohibition of unfair contract terms and the right to withdraw from the agreement, provided that the purchase does not have a professional character.

### **10.6. Territorial Scope**

Use of the Application is voluntary and possible regardless of the User's country of residence; however, the Service Provider's liability is assessed in accordance with the governing law specified in Section 11 of the Terms of Service.

### **10.7. Liability in the B2B Model**

In the case of using the Application under the B2B model, the Organisation is responsible for the manner in which the Application is used by the Users assigned to it, in particular for compliance with the provisions of the Terms of Service and applicable law.

### **10.8. Tripartite Relationships in the B2B Model**

In the B2B model, two separate legal relationships exist:

- **B2B Agreement between the Service Provider and the Organisation** - this is of a commercial (B2B) nature. The Organisation is not a Consumer. The limitations of liability set out in Section 10.4 apply exclusively to the Organisation.
- **Agreement between the Service Provider and the B2B User (employee or collaborator of the Organisation)** - concluded by acceptance of these Terms of Service. A B2B User using the Application for purposes not directly related to their business or professional activity retains Consumer status and benefits from the full consumer rights set out in these Terms of Service and applicable law. The limitations of liability set out in Section 10.4 do not apply to such User.

The Organisation is liable towards the Service Provider under the B2B Agreement. The B2B User is liable towards the Service Provider for breaches of these Terms of Service, with the protection afforded to them as a Consumer being maintained.

## 11. Governing Law and Language Version

These Terms of Service are governed by Polish law. The Terms of Service are drafted in the Polish language, and the Polish language version is the binding version. The Terms of Service may be made available in other language versions corresponding to the language versions of the Application - for informational purposes only. In the event of any discrepancy between the Polish version and any other language version, the Polish version shall prevail.

The Application and the Terms of Service are currently available in Polish, English, German, Italian, Spanish, and French. Other language versions (including Japanese) will be made available as part of subsequent stages of product development, together with the corresponding versions of these Terms of Service.

The provision on governing law does not deprive consumers of the protection afforded by the mandatory provisions of the law of their country of habitual residence.

In the case of Users who are not consumers within the meaning of the applicable legal provisions, all disputes arising from or in connection with these Terms of Service or the use of the Application shall be subject to the exclusive jurisdiction of the courts having local jurisdiction over the Service Provider's registered office.

## 12. Copyright and Intellectual Property

### 12.1. Protection of Content and the Application

All content, materials, and elements of the MUYA Application, in particular audio recordings, texts, music, session descriptions, graphic elements, logos, icons, layout and interface of the Application, marketing materials, and the Application's source code, constitute works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights and are protected by copyright and other intellectual property provisions. Independently of copyright protection, the name "MUYA", logo, and other identifying marks of the Service Provider may constitute trade marks or the subject of protection under industrial property law.

The economic copyright and related rights in the Application and the Content belong to the Service Provider or are used by the Service Provider on the basis of appropriate licences obtained from the entitled entities. The Service Provider is authorised to make the Content available to Users within the MUYA Application.

### 12.2. User Licence

Use of the Application does not mean the transfer to the User of any copyright, related rights, or intellectual property rights in the Application or the Content. The User receives a non-exclusive, non-transferable, and non-sublicensable licence to use the Content solely for their own personal use and solely within the functionalities of the Application. Downloading Content in offline mode within the Application's functionalities does not constitute a transfer of rights or an authorisation to distribute, copy, or share the Content with third parties - Content in offline mode is available solely within the Application on the User's device and ceases to be available upon expiry of the licence (e.g. upon expiry of the subscription or deletion of the Application).

### **12.3. Prohibited Activities**

The following activities are in particular prohibited: copying, recording, fixing, distributing, publicly performing, making available to third parties, modifying, translating, adapting, or using the Content or the Application in whole or in part in a manner exceeding the permitted personal use set out in these Terms of Service. Decompiling, disassembling, reverse engineering, and making any modifications to the Application's source code, as well as circumventing the Application's technical security measures (including access control mechanisms and DRM protections) are also prohibited. Use of the Content or the Application for commercial, advertising, marketing, training, educational, or research purposes without the Service Provider's prior written consent is prohibited.

Sharing an Account with other persons or enabling third parties to access Content through the User's Account is prohibited.

### **12.4. Infringement Reports and Third-Party Licences**

Reports concerning potential infringement of copyright or other intellectual property rights in the Application may be submitted to the email address: [contact@sopraya.com](mailto:contact@sopraya.com). The Service Provider considers such reports without undue delay and, upon confirmation of an infringement, takes steps to remedy it.

Some Content made available in the Application (in particular musical backing tracks, sound effects, or graphic elements) may be used by the Service Provider on the basis of licences obtained from third parties. Use of such Content by the User is limited to the terms of these Terms of Service and takes place solely within the functionalities of the Application.

Breach of the provisions of this section may result in blocking or deletion of the User's Account, as well as the Service Provider pursuing claims for damages and other claims provided for in Art. 79 of the Act of 4 February 1994 on Copyright and Related Rights and other generally applicable legal provisions.

## **13. Amendments to Terms of Service and Consent Mechanism**

### **13.1. Grounds for Amendments**

The Service Provider reserves the right to amend these Terms of Service for important reasons, in particular in the event of changes to applicable law, technical, organisational, or developmental changes, as well as in the event of force majeure events or circumstances beyond the Service Provider's control.

### **13.2. Notification and Re-acceptance**

The User will be informed of amendments to the Terms of Service in the Application and by electronic means (to the email address associated with the Account). Upon login, the system verifies the version of the Terms of Service accepted. In the case of an earlier version, re-acceptance is required by ticking a checkbox, with the recording in the database of the following information: user\_id, document version, timestamp (date and time UTC), IP address, and device\_id.

Failure to accept the updated Terms of Service blocks access to the Services. A User who does not accept the changes has the right to terminate the agreement by deleting their Account - the Account deletion function remains available without the need to accept the new version of the Terms of Service.

Continued use of the Application following the entry into force of the amended Terms of Service constitutes acceptance thereof.

## **14. Conformity of Digital Content with the Agreement**

### **14.1. Conformity Standards**

Digital content and digital services delivered through the MUYA Application (audio sessions, relaxation content) are in conformity with the agreement if they:

- correspond to the description in the Application
- are of a quality and functionality typical for this type of content
- are delivered continuously throughout the subscription period
- include security updates necessary for their maintenance
- are delivered without material defects diminishing their value or usefulness

### **14.2. Liability for Non-conformity**

In the case of digital content and digital services delivered on a continuous basis (MUYA subscriptions), the Service Provider is liable for any lack of conformity with the agreement that becomes apparent during the period of their delivery. It is presumed that any lack of conformity that becomes apparent during the delivery of the digital content or service existed at that time (in accordance with Art. 43m of the Consumer Rights Act).

In the event of non-conformity being found, the Consumer has the right to demand that the Content or Service be brought into conformity with the agreement (update, repair), unless this is impossible or requires excessive costs. If bringing into conformity is impossible or requires excessive costs, the Consumer may demand a price reduction or withdrawal from the agreement with immediate restitution. The costs of bringing into conformity are borne by the Service Provider.

### **14.3. No User-Generated Content (DSA)**

The MUYA Application does not provide user-generated content (UGC) and does not act as a hosting platform within the meaning of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act, DSA).

All audio and relaxation Content is produced exclusively by the Service Provider (Sopraya Sp. z o.o.) and is not subject to illegal content reporting procedures or moderation mechanisms provided for by the DSA.

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