

TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES AND USE OF DATAMINDER

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1. Service Provider and contact details

1. The Service Provider is DataMinder sp. z o.o., with its registered office at ul. Lipnowska 207, 09-400 Maszewo Duże, Poland, entered in the Register of Entrepreneurs of the National Court Register under KRS 0001152130, NIP 7743295226, REGON 540761152 ('DataMinder').
2. You can contact DataMinder about technical matters, complaints, withdrawal from the agreement and security at contact@dataminder.ai.
3. These Terms are made available free of charge before the agreement is concluded, in a form that allows them to be obtained, reproduced and stored. After the agreement is concluded, the User receives the applicable version of the documents on a durable medium.

2. Scope of these Terms and definitions

1. These Terms govern the electronic provision of the DataMinder Service, account creation, use of analytical and AI features, purchase of Credits, complaints, withdrawal from the agreement and termination of use of the Service.
2. A User is an individual who holds an account or uses an account on behalf of an organisation. A Consumer is an individual who enters into an agreement for purposes outside their trade, business or profession. Provisions referring to a Consumer also apply to a sole trader where applicable law grants that person consumer rights in relation to the relevant agreement.
3. The Service means the DataMinder application, which enables Users to upload and profile datasets, formulate research questions and hypotheses, perform statistical analyses, use AI features, store projects, and generate and download reports.
4. Credits are accounting units consumed when specified AI or analytical operations are performed. Credits are not electronic money, a means of payment or a financial instrument and cannot be exchanged for cash.
5. Related Documents means the Privacy Policy with its appendices, the applicable Data Processing Agreement (DPA), and any additional terms of an Institutional Customer order.

3. Technical requirements

1. To use the Service, you need a device with internet access, an up-to-date web browser that supports encrypted connections, an active email address and the ability to open files provided by DataMinder.
2. Supported file formats, the maximum dataset size and other technical limits are displayed in the interface before a file is uploaded. Users should keep their software up to date and protect their devices against unauthorised access.

3. Google OAuth requires a Google account and is also subject to the provider's terms. Payments are processed by Stripe; payment-card details are transmitted directly to Stripe.

4. Accounts and authorised Users

1. An account is required to use the application. Users must provide accurate, current and complete information and protect their login credentials.
2. An account may be created only by an adult with full legal capacity. The Service is not intended for minors.
3. A User must not share their account with another person or allow it to be used in breach of these Terms. The User must notify DataMinder promptly if they suspect that their account has been compromised.
4. Anyone who creates an account or enters into an agreement on behalf of an organisation represents that they are authorised to act for that organisation. As at the publication date, the Service is designed for individual use; project sharing and team workspaces are unavailable unless the interface or an order states otherwise.

5. Entering into the agreement

1. The agreement for a free account is concluded when registration is completed successfully and the User accepts these Terms. An agreement for paid access is concluded when the User places an order, accepts the price and required documents, and payment is confirmed.
2. Before a paid order is placed, DataMinder displays at least the total price, the number of Credits, the access period and the main restrictions. The button used to complete the purchase clearly indicates that the order entails an obligation to pay.
3. These Terms and the other contractual documents are accepted separately from marketing consents and consent to optional technologies. Accepting these Terms forms the agreement to use DataMinder; it does not replace any separate consent required for marketing communications or optional analytics and advertising technologies.
4. DataMinder records the version of the accepted Terms, the date and time of acceptance, the account identifier and technical evidence of the event, and then provides confirmation on a durable medium.

6. Trial period

1. After registration, DataMinder may provide a seven-day trial period including 100 Credits, unless the offer presented to the User is more favourable.
2. The trial period does not automatically convert into a paid subscription. Once it ends, paid access requires a separate order from the User.
3. Unused trial Credits expire at the end of the trial period unless the information presented to the User states otherwise.

7. Payments, Credits and access period

1. Credits are purchased in a one-off transaction. DataMinder does not charge the User's card automatically or renew paid access without a new order from the User.

2. The price, taxes, number of Credits and access period are stated in the relevant offer and at checkout. Under the current top-up model, purchased Credits are added to the balance and the access period is extended by 30 days.
3. Purchased Credits accumulate and are not automatically removed from the balance when the access period ends. Once access expires, paid features remain unavailable until a new access period is purchased, while the balance and saved projects remain in the account until they are deleted in accordance with these Terms.
4. Credits are consumed when the features identified in the application are used. Before an operation is performed, the User should be able to review how Credits will be charged or the expected cost where the nature of the feature allows this.
5. Payments are processed by Stripe. DataMinder may make activation of access conditional on payment confirmation and may take lawful measures to prevent payment fraud.

8. How the Service operates

1. Analyses may be performed asynchronously. Completion time depends on the size and quality of the dataset, the type of analysis, and the availability of infrastructure and third-party providers. Unless a specific completion time is guaranteed in a separate agreement, DataMinder does not guarantee when an individual analysis will be completed.
2. The system selects a statistical test based on the data and the research question. Statistical calculations are performed by a separate deterministic component. The language model plans, describes and explains the analysis, but is not the source of statistical values or test results.
3. Running an analysis again may create an additional result rather than replace the previous one. The User is responsible for checking that a report relates to the correct dataset version, question and result.
4. If an analysis cannot be performed correctly, including because the data is insufficient or incomplete, has an incorrect format or the type of question is unsupported, DataMinder stops the analysis and displays an error message instead of generating an approximate result.
5. The Service does not guarantee that every dataset, hypothesis or research plan can be processed or that every statistical test will be available.

9. Artificial intelligence features

1. DataMinder uses Microsoft Foundry / Azure OpenAI as a supporting layer for conversations, refinement of research questions, and the generation of descriptions, interpretations and reports. The relevant interface informs the User when they are interacting directly with AI.
2. AI-generated content may be incomplete, imprecise or incorrect. Before using or publishing it, the User should verify the input data, assumptions, selected method, results, interpretation and report.
3. If there is any discrepancy, the source data and the result produced by the deterministic calculation component prevail over the language model's textual interpretation.
4. DataMinder does not provide legal, medical, financial or other regulated professional advice. An output cannot replace assessment by an appropriately qualified professional or the User's own decision.
5. DataMinder is not intended to make or support decisions that produce legal effects, or similarly significantly affect an individual, including decisions concerning employment, education, credit,

insurance, public benefits, diagnosis, treatment, law enforcement or the administration of justice, unless the use has first been separately agreed, legally assessed and made subject to the required safeguards.

6. Further information is provided in Appendix 3 to the Privacy Policy – Information on the Use of Artificial Intelligence.

10. User Content and intellectual property

1. Users retain their rights in uploaded datasets, descriptions, hypotheses and other materials. The User represents that they are entitled to use those materials in the Service.

2. The User grants DataMinder a non-exclusive, time-limited licence, which may be exercised by necessary subcontractors but is otherwise non-transferable, to store, reproduce, technically transform and analyse the materials solely as necessary to provide, secure and maintain the Service and carry out the User's instructions.

3. The User may download, use and publish reports, charts and results generated for them, subject to third-party rights, data protection, confidentiality obligations and legal restrictions. DataMinder does not guarantee that every AI-generated item is protected by copyright, unique or free from similarities to other content.

4. DataMinder retains all rights in the application, code, interface, documentation, trade marks, process models, graphic elements and other components of the Service, excluding User materials and rights expressly granted to the User.

5. DataMinder does not use Customer Personal Data to train its own models or for benchmarking, research, marketing or product improvement unless this has been separately and lawfully agreed.

11. Personal data in datasets and the DPA

1. Users must not upload datasets containing direct identifiers or combinations of data that would enable DataMinder to identify an individual directly and unambiguously unless identification is strictly necessary for the agreed Service.

2. Before uploading a dataset, the User must remove unnecessary data, direct identifiers and re-identification keys. If the data is pseudonymised, the User must keep the key separately and must not provide it to DataMinder. Pseudonymised data remains personal data; data that has been effectively and irreversibly anonymised is not subject to the GDPR.

3. Special categories of personal data, data relating to criminal convictions and offences, and children's data may be uploaded only after data minimisation and at least pseudonymisation, without the identification key, where the User has an appropriate legal basis and has implemented safeguards proportionate to the risk.

4. The User is responsible for the lawful collection of data, applicable transparency obligations, the legal basis, compatibility of the purpose of the analysis, and handling individuals' rights. DataMinder does not automatically inspect every dataset for personal data or prohibited data.

5. The first time a User confirms that they process other individuals' personal data for scientific, research, professional or commercial purposes, the User enters into the applicable DPA electronically. The DPA is linked to the account, and actions taken through the application constitute documented processing instructions.

6. An Institutional Customer may accept the standard DPA electronically or enter into a signed version. If there is any conflict concerning Customer Personal Data, the DPA prevails.

12. Prohibited use

The following activities are prohibited:

- providing unlawful content or content that infringes third-party rights, legally protected confidentiality or data-protection obligations;
- attempting to identify individuals, reverse anonymisation or combine data for the purpose of re-identification;
- transmitting malicious code, circumventing security measures, testing vulnerabilities without permission or disrupting the Service;
- obtaining unauthorised access to another person's account, projects, infrastructure or data;
- using the Service for fraud, discrimination, surveillance, manipulation, human-rights violations or activities prohibited by the AI Act;
- using an output as the sole basis for a legal, medical, financial, educational, employment-related or other decision that significantly affects an individual;
- automated bulk querying, resale of access, copying the Service or circumventing limits without DataMinder's permission;
- impersonating another person or providing false information about the right to use particular materials.

13. Response to violations and access restrictions

1. DataMinder does not generally monitor all User Content. It may, however, examine reports, security signals and information required to comply with a legal obligation or enforce these Terms.
2. Where there are reasonable grounds to suspect a violation, DataMinder may warn the User, block a specific operation or item of content, restrict a feature, suspend the account temporarily or terminate the agreement. The measure should be proportionate to the nature, scale, recurrence and consequences of the violation.
3. Unless prevented by law, security considerations or the urgency of the situation, DataMinder provides reasons for the restriction and information about the right to submit a complaint.
4. DataMinder may suspend or terminate access immediately in particular where there is a serious security threat, an attempted unauthorised access, fraud, an obligation arising from an authority's decision, or a material or repeated breach of law or these Terms.
5. When imposing restrictions, DataMinder acts with due care, objectively and proportionately, taking account of the User's rights and legitimate interests.

14. Availability, maintenance and changes to the Service

1. DataMinder takes reasonable steps to maintain the availability and security of the Service. Interruptions may nevertheless occur due to maintenance, updates, failures, the actions of a provider or events beyond DataMinder's reasonable control.
2. DataMinder may change the Service to comply with law, improve security, correct errors, adapt to changes in providers or infrastructure, prevent misuse, improve performance or availability, develop features, or discontinue a feature that is unused or disproportionately costly.
3. A change to a Service supplied continuously to a Consumer that is not necessary to keep the Service in conformity with the agreement will not impose additional costs on the Consumer. DataMinder provides clear and understandable information about the change.

4. If a change materially and adversely affects a Consumer's access to or use of the Service, DataMinder provides reasonable advance notice on a durable medium, explaining the nature and timing of the change and the Consumer's right to terminate the agreement without notice within 30 days, unless DataMinder allows the Consumer to continue using an unchanged and conforming version at no additional cost.

15. Conformity of the digital service with the agreement

1. DataMinder supplies the Service to the Consumer without undue delay after the agreement is concluded, unless otherwise agreed, and is responsible for its conformity with the agreement under the Polish Consumer Rights Act.

2. If the Service does not conform to the agreement, the Consumer may require DataMinder to bring it into conformity. DataMinder will respond within 14 days and take corrective action without undue delay. The response will explain how the issue will be resolved and provide an estimated completion date. Conformity will be restored free of charge, as quickly as reasonably possible and without significant inconvenience to the Consumer. DataMinder may refuse only where bringing the Service into conformity is impossible or would impose disproportionate costs within the meaning of applicable law.

3. In the circumstances prescribed by law, the Consumer may request a price reduction or withdraw from the agreement, including where conformity is impossible, DataMinder has failed to restore conformity properly, the lack of conformity persists, or it is sufficiently serious to justify an immediate remedy.

4. Any refund due following a price reduction or withdrawal will be made without undue delay and no later than 14 days, using the same payment method unless the Consumer agrees to another method that does not incur any cost.

5. These Terms do not restrict any mandatory Consumer rights concerning updates, security, conformity, evidence or remedies.

16. Complaints

1. Complaints may be submitted to contact@dataminder.ai or in writing to DataMinder's registered-office address. We recommend including the account email address, project or operation identifier, a description of the issue, the date on which it occurred and the requested resolution. Failure to provide this information does not deprive a Consumer of the right to complain.

2. DataMinder may request further information or reasonable technical cooperation, using the least burdensome measures necessary to determine the cause of the issue.

3. DataMinder responds to a Consumer complaint within 14 days of receipt, on paper or another durable medium. Failure to respond within that period has the consequences prescribed by law.

4. Complaints from other Users are handled without undue delay, taking account of the nature and complexity of the matter.

5. Consumers may use out-of-court dispute-resolution procedures, including assistance from a municipal or district consumer ombudsman, the Trade Inspection Authority or information available on the website of the Polish Office of Competition and Consumer Protection (UOKiK).

17. Right of withdrawal

1. A Consumer may withdraw from a distance agreement within 14 days after it is concluded, without giving a reason, by sending an unambiguous statement to contact@dataminder.ai or DataMinder's registered-office address. The Consumer may use the model form appended to these Terms but is not required to do so.
2. If a Consumer wants a paid Service to begin before the 14-day withdrawal period expires, the Consumer must expressly request that performance begin during that period and confirm that they have been informed of the consequences. The statement is recorded on a durable medium.
3. If the Consumer withdraws after performance has begun at their express request, DataMinder may charge only an amount proportionate to the part of the Service supplied before withdrawal, including, where applicable, the value of Credits used. The remaining amount due to the Consumer will be refunded in accordance with applicable law.
4. Following an effective withdrawal, DataMinder refunds all amounts due without undue delay and no later than 14 days, subject to any proportionate payment owed for the Service already supplied. The refund is made using the same payment method unless the Consumer agrees to another method that does not incur any cost.
5. After withdrawal, the Consumer must stop using the Service and must not make it available to third parties. DataMinder enables the Consumer to retrieve non-personal content that the Consumer provided or created when using the Service to the extent required by law.

18. Ending use, export and deletion

1. The User may stop using the Service and delete the account through the relevant application feature or by contacting DataMinder. Expiry of an access period does not automatically delete the account or projects.
2. Before deleting data, the User should download the uploaded dataset in its original format and generated reports in PDF or HTML format. The Service does not currently provide a single archive containing the complete account and project history.
3. Deleting a project, notebook, file or account instructs DataMinder to delete the corresponding data from active systems. DataMinder deletes it without undue delay, subject to information required for billing, legal claims and compliance with legal obligations, and to the temporary retention of secured backups.
4. Data in an active account remains available without a predetermined expiry date until it is deleted by the User, the account is deleted, or the agreement ends in circumstances requiring deletion.
5. Further information about personal data is provided in the Privacy Policy and the applicable DPA.

19. Liability

1. DataMinder is liable for failure to perform or improper performance of the agreement in accordance with applicable law. Nothing in these Terms excludes or limits any Consumer right that cannot lawfully be excluded by agreement.
2. The User is responsible for the quality, completeness, lawfulness and suitability of the input data, formulation of the research question, assessment of the results and decisions made on their basis.

3. DataMinder is not liable for consequences resulting solely from inaccurate, incomplete or prohibited data provided by the User, use of an output contrary to its intended purpose, failure to carry out the required verification, or operation of the User's environment contrary to the stated requirements, unless mandatory law provides otherwise.
4. To the extent permitted by law, DataMinder is not liable to business or professional Users for loss of profit or indirect economic loss unless caused intentionally. An individual agreement with an Institutional Customer may provide otherwise.

20. Privacy, Subprocessors and security

1. DataMinder's processing as a Controller is described in the Privacy Policy and its appendices, including the appendices covering purposes, providers and AI.
2. The applicable DPA governs Customer Personal Data. DataMinder maintains the current list of Subprocessors, processing locations and transfer mechanisms in accordance with the procedure set out in the DPA.
3. The User should report any suspected security incident promptly to contact@dataminder.ai.

21. Changes to these Terms

1. DataMinder may amend these Terms following a change in law or its interpretation, an authority's decision, a change to Service features or the payment model, the need to improve security, a change of provider, the need to prevent misuse, or the need to clarify a provision.
2. An amendment that applies to an ongoing agreement will be communicated to the User on a durable medium with reasonable advance notice. An amendment does not affect accrued rights or mandatory Consumer rights.
3. If a User does not accept an amendment relating to an agreement of indefinite duration, the User may terminate the agreement before the amendment takes effect. Section 14 describes the Consumer's specific rights in relation to changes to a digital service.

22. Governing law and disputes

1. The agreement is governed by Polish law. This choice of law does not deprive a Consumer of the protection afforded by mandatory provisions of the law of the country in which the Consumer habitually resides.
2. Disputes involving a Consumer will be heard by the court having jurisdiction under applicable law. Disputes involving business or professional Users may be heard by the court having jurisdiction over DataMinder's registered office unless an individual agreement provides otherwise.
3. The parties should first attempt to resolve any dispute by contacting contact@dataminder.ai.

23. Final provisions and document hierarchy

1. These Terms apply from the effective date stated in the published version. DataMinder retains archived versions and evidence of acceptance.

2. The applicable DPA prevails in matters concerning Customer Personal Data. Individually agreed Institutional Customer terms prevail in relation to expressly agreed commercial terms. The Privacy Policy provides information about personal data processing and does not replace contractual provisions.
3. If any provision is invalid or unenforceable, the remaining provisions continue in effect and the relevant applicable law applies in place of that provision.

APPENDIX 1 – MODEL WITHDRAWAL FORM

*You may send this form to **contact@dataminder.ai** or by post to DataMinder's registered-office address. Use of this form is optional; any other unambiguous statement of withdrawal is sufficient.*

Addressee:

DataMinder sp. z o.o.
ul. Lipnowska 207
09-400 Maszewo Duże
Email: contact@dataminder.ai

I hereby give notice that I withdraw from my agreement to use DataMinder.

Email address associated with the account:

Date on which the agreement was concluded or payment was made:

Consumer's full name:

Consumer's address (optional if the notice is sent by post):

Date of notice:

Consumer's signature (paper form only):

You do not need to give a reason for withdrawal.