

# Terms and Conditions

**Effective Date:** 01.01.2026

Last updated: 13.02.2026

These Terms and Conditions ("Terms") govern access to and use of the DataMinder website <https://dataminder.ai/>, applications, and related services (collectively, the "Services").

By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you must not use the Services.

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## 1. About DataMinder

DataMinder is an AI-assisted platform designed to support statistical analysis, data exploration, reporting, and decision-support for academic, scientific, educational, and professional use.

DataMinder **does not provide legal, medical, clinical, or regulatory advice** and does not replace qualified human expertise.

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## 2. Eligibility

You may use the Services only if:

- You are at least 18 years old, or have valid consent from a legal guardian or institution
- You have the legal capacity to enter into binding agreements
- You comply with all applicable laws and regulations

Institutional or enterprise use may be subject to additional agreements.

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## 3. Account Registration and Security

To access certain features, you must create an account.

You agree to:

- Provide accurate and up-to-date information
- Maintain the confidentiality of your credentials
- Notify DataMinder immediately of unauthorized access

You are responsible for all activity conducted through your account.

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## 4. Permitted Use

You may use the Services solely for lawful purposes, including:

- Data analysis and research
- Educational and training activities
- Professional analytical workflows

You must not:

- Reverse engineer, decompile, or attempt to extract source code
  - Circumvent security or usage limits
  - Use the Services to upload unlawful, malicious, or infringing content
  - Resell, sublicense, or commercially exploit the Services without authorization
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## 5. User Content and Research Data

### 5.1 Ownership

You retain all rights to data, datasets, and content you upload ("User Content").

### 5.2 Responsibility

You represent that you have all necessary rights and legal bases to upload and process User Content.

Where User Content includes personal or sensitive data, you act as the **Data Controller**, and DataMinder acts as a **Data Processor**, as described in the Privacy Policy and Research Data Addendum.

### 5.3 Restrictions

You must not upload data that:

- Violates applicable law
  - Infringes intellectual property or confidentiality
  - Contains malware or harmful code
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## 6. AI-Assisted Functionality

DataMinder uses AI-based systems to support analysis, recommendations, and reporting.

You acknowledge that:

- AI outputs are advisory and informational only
- Final decisions and interpretations remain your responsibility
- DataMinder does not guarantee scientific, statistical, or business outcomes

User data is **not used to train general AI models** unless explicitly agreed.

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## 7. Subscriptions, Fees, and Payments

### 7.1 Credit-Based Model

DataMinder operates on a credit-based payment model.

Users may purchase credit packages, which allow access to specific features of the Services.

At the time of purchase:

- Price: 25 PLN (VAT included)
- Package: 500 credits
- Payment type: one-time payment
- No automatic renewal applies

Credits are non-transferable, have no monetary value outside the Services, and may not be exchanged for cash.

### 7.2 Payment Processing

Payments are processed securely via Stripe Payments Europe, Ltd. (or its affiliated entities), acting as an independent payment processor.

DataMinder does not store full payment card details. Payment processing is subject to Stripe's own terms and privacy policy.

By completing a purchase, you agree to Stripe's processing of your payment data in accordance with applicable law.

### **7.3 No Automatic Renewal**

Purchases of credit packages are one-time transactions.  
No subscription or automatic recurring charges apply unless explicitly stated otherwise.

### **7.4 Right of Withdrawal (EU Consumers)**

If you are a consumer within the European Union, you have the right to withdraw from a distance contract within 14 days without giving any reason.

However, pursuant to Article 16(m) of Directive 2011/83/EU:

By purchasing credits and expressly requesting immediate access to digital services, you:

1. Explicitly consent to the immediate performance of the digital service, and
2. Acknowledge that you thereby lose your right of withdrawal once the digital content or service has been fully or partially delivered.

During the checkout process, you are required to provide explicit confirmation of this consent before completing the purchase.

### **7.5 Refund Policy**

All payments for credit packages are non-refundable.

Due to the digital and immediately accessible nature of the Services:

- Credits cannot be returned once granted
- Used or unused credits are non-refundable
- Dissatisfaction with AI outputs, analytical results, or business outcomes does not constitute grounds for a refund

Refunds may be issued only in cases of:

- Proven duplicate payment
- Technical failure preventing credit allocation
- Legal obligation under mandatory consumer protection law

Requests must be submitted to [contact@dataminder.ai](mailto:contact@dataminder.ai) within a reasonable time, not exceeding 14 days from the transaction date.

## **7.6 Taxes**

All displayed prices include VAT where applicable.

Users are responsible for any additional taxes, duties, or charges required by their jurisdiction, if applicable.

## **7.7 Dispute Resolution and ODR**

If you are a consumer residing in the European Union, you may access the European Commission's Online Dispute Resolution (ODR) platform:

<https://ec.europa.eu/consumers/odr>

This does not affect your right to seek remedies before competent courts.

## **7.8 Credit Usage**

Credits are deducted based on system-defined resource consumption related to AI processing, analytical computations, and report generation.

DataMinder reserves the right to adjust credit consumption logic in order to reflect infrastructure costs and system performance.

Unused credits do not expire unless otherwise stated, but remain linked to the user account and are not transferable.

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## **8. Intellectual Property**

All intellectual property rights in the Services, including software, models, interfaces, and documentation, belong to DataMinder or its licensors.

No rights are granted except as expressly stated in these Terms.

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## **9. Availability and Support**

The Services are provided on an "as-is" and "as-available" basis.

We do not guarantee uninterrupted availability or error-free operation.

Support levels may vary depending on subscription plan.

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## 10. Suspension and Termination

We may suspend or terminate access if you:

- Violate these Terms
- Misuse the Services
- Pose legal, security, or reputational risk

You may terminate your account at any time.

Upon termination, access to the Services will cease, and data will be handled in accordance with the Privacy Policy.

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## 11. Disclaimers

To the maximum extent permitted by law:

- The Services are provided without warranties of any kind
- DataMinder does not guarantee accuracy, completeness, or suitability for specific purposes

The Services are **not certified medical, clinical, or regulatory tools**.

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## 12. Limitation of Liability

To the fullest extent permitted by law:

- DataMinder is not liable for indirect, incidental, or consequential damages
- Total liability shall not exceed the fees paid by you in the 12 months preceding the claim

Some jurisdictions do not allow certain limitations; your rights may vary.

This limitation shall not exclude or limit liability where such limitation is prohibited by mandatory consumer protection laws.

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## 13. Indemnification

You agree to indemnify and hold harmless DataMinder from claims arising out of:

- Your use of the Services
  - Uploaded User Content
  - Violation of these Terms or applicable law
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## 14. Changes to the Terms

We may update these Terms from time to time.

Material changes will be communicated via the Services or email.

Continued use constitutes acceptance of the updated Terms.

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## 15. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of Poland and applicable European Union law.

Disputes shall be resolved by the competent courts of Poland, unless mandatory consumer protection laws provide otherwise.

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## 16. Contact

**DataMinder sp. z o.o.**

Email: [contact@dataminder.ai](mailto:contact@dataminder.ai)

Company: DataMinder sp. z o.o., Lipnowska 207, 09-400 Maszewo Duże, Poland

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