

LEGITAM P.S.A.

TERMS OF SERVICE

for the Legitam Mobile Application (Android and iOS)

Service Provider: Legitam Prosta Spółka Akcyjna (a Polish simple joint-stock company, “Legitam P.S.A.”), with its registered office at ul. Weselna 5, 46-300 Świercze, Poland.

Application: Legitam Mobile Application (iOS / Android).

Document version: 2.0 / 2026 (supersedes the version dated 10 April 2026)

Effective date: 28 August 2026

Language Versions and Interpretation

These documents are provided in English, Italian, French, Polish, and German for your convenience.

For Consumers: In the event of any material discrepancy between the language versions, the version in the official language of your country of residence (or the language in which you concluded the agreement) shall prevail for the purpose of interpretation, ensuring that your rights under mandatory local consumer protection laws are fully preserved.

For Non-Consumers (B2B): The English version shall be the sole governing and legally binding version for the purpose of interpretation.

In all cases, nothing in this clause shall limit or exclude any mandatory rights granted to you by the applicable law of your country of residence.

Relationship to other documents: These Terms of Service set out the rules for the provision of electronic services through the Application. The license terms for use of the Application's software itself are set out in a separate End-User License Agreement (EULA), available in the Application and in the App Store / Google Play. The rules for processing personal data are set out in the Privacy Policy — Mobile Application, available at legal.legit.am/privacy-policy.html. Use of the Application requires acceptance of these Terms of Service and the EULA and acknowledgement of the Privacy Policy, which is informational in nature. Our approach to combating child sexual abuse and exploitation is set out in a separate Child Safety Standards (CSAE) document.

§1. DEFINITIONS

For the purposes of these Terms of Service, the following definitions apply:

- **Service Provider** — Legitam P.S.A., ul. Weselna 5, 46-300 Świercze, provider of the product authenticity verification system, Digital Product Passports (DPP), and the Legitam social platform.
- **Application** — the “Legitam” mobile application available on the iOS and Android platforms.
- **User** — a natural person using the Application, including a person holding an Account, acting either as a consumer or on behalf of or for the purposes of a business (a sole trader, a legal person or another organisational unit).
- **Mobile Device** — an end device (smartphone, tablet) running the Android or iOS operating system on which the User uses the Application.
- **Account** — an individual User account within the Application, created and maintained in accordance with the rules set out in §3.

- NFC Tag — a physical NFC tag embedded in a product, enabling its verification and assignment to an Account.
- DPP (Digital Product Passport) — a set of verified product data, supplied by the manufacturer or brand, displayed upon scanning an NFC Tag.
- Digital Closet — a module of the Application used to manage products assigned to a User's Account through the scanning of NFC Tags.
- AmRank — a transparent prestige indicator determining a User's status within the platform. It is calculated based on the verified value of the User's Digital Closet and the User's level of community engagement (including creating amLooks and rating other Users). The algorithm used to calculate AmRank constitutes the property and trade secret of the Service Provider and is not disclosed to Users.
- amLook — a social-media post generated by a User, featuring verified, original products, cryptographically linked to the User's Digital Closet as proof of the authenticity of the items shown.
- User Content — an amLook, comment, or other content published by a User in the Application.

§2. GENERAL PROVISIONS

2.1. These Terms of Service set out the rules for the provision of electronic services by Legitam P.S.A. through the Application, in accordance with the Polish Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws 2002 No. 144, item 1204, as amended).

2.2. By starting to use the Application, the User accepts these Terms of Service and the License Agreement (EULA); when creating an Account, this acceptance is confirmed expressly, and the User also confirms having read the Privacy Policy — Mobile Application, which is informational in nature. All documents are made available free of charge in the Application and on the Service Provider's website, in a manner enabling the User to obtain, reproduce, and record their content.

2.3. The Service Provider may amend these Terms of Service for valid reasons, namely: changes in law or in decisions of authorities or courts affecting their content; the introduction, modification or withdrawal of features of the Application; the need to ensure security or prevent abuse; or changes to the Service Provider's details. The Service Provider will notify Users of any amendment via the Application or by e-mail at least 14 days before it takes effect, indicating its scope and explaining the consequences of not objecting. A User who does not accept the amendments may terminate the contract free of charge before they take effect by deleting their Account in accordance with §3.3; otherwise, the amendments become binding on the User from the date they take effect.

§3. REGISTRATION AND USER ACCOUNT

3.1. Registration requirements

- the User must be at least 16 years of age;
- a valid e-mail address and password are required;
- a User may hold only one active Account;
- the data provided upon registration must be true, current, and complete.

If the User is not of full age, creating an Account requires the consent of their legal representative where the law of the User's country of residence so requires.

3.2. Account security. The User is responsible for maintaining the confidentiality of their Account login credentials and for all activities carried out through the Account. If the User suspects unauthorised access to their Account, they must promptly notify the Service Provider at safety@legit.am.

3.3. Account deletion. The User may initiate Account deletion at any time from within the Application's settings or directly at privacy.legit.am. The Account deletion process proceeds as follows:

- immediately upon submission of the deletion request, the Account is blocked, and the associated User Content (including amLooks, comments, and other data visible to other Users) is hidden;
- an e-mail is sent to the address associated with the Account, containing a unique link enabling the deletion process to be cancelled;
- within 30 days of the date the request was submitted, the User may — using the link referred to above — cancel the deletion process, which restores the Account and the visibility of the associated User Content;
- upon the expiry of the 30-day period without cancellation, the Account is permanently deleted, and all associated data is deleted or anonymised. This does not apply to data whose further retention is required under applicable law (e.g., tax, accounting, or anti-fraud regulations), which will be retained only for the period required by such regulations.

3.4. During the blocking period referred to in §3.3, the User's data is processed by the Service Provider to a limited extent, solely to enable the possible cancellation of the deletion process and to fulfil legal obligations. Detailed rules on the processing of personal data in connection with Account deletion are set out in the Privacy Policy.

§4. SERVICES PROVIDED THROUGH THE APPLICATION

4.1. Features available without creating an Account:

- verifying product authenticity by scanning an NFC Tag;
- reading the Digital Product Passport (DPP) by scanning a product's NFC Tag;
- browsing the basic content feed.

4.2. Features available after creating an Account and logging in:

- browsing the personalised feed;
- adding scanned products to one's own Digital Closet;
- liking posts and saving them ("saved");
- following other Users;
- publishing one's own amLooks featuring products from the Digital Closet;
- creating User groups and tagging them in published posts;
- commenting on other Users' amLooks;
- blocking posts or other Users;
- reporting posts or other Users that violate these Terms of Service.

4.3. NFC Tag scanning and DPP data. Upon scanning an NFC Tag, the Application displays DPP data supplied by the relevant product's manufacturer or brand. In this regard, the Service Provider acts solely as a technical intermediary and bears no responsibility for the content, accuracy, or currency of the DPP data. Any complaints regarding DPP data should be directed to the relevant product's manufacturer or brand.

4.4. Authenticity verification. The Service Provider takes reasonable care to ensure that authenticity verification of products via NFC Tags is reliable. However, due to ongoing technological developments, the Service Provider cannot rule out that instances of false readings (NFC spoofing) may occur in the future, arising from technical factors beyond its control. The User acknowledges this limitation of the system.

4.5. AmRank and feed personalisation. The order and selection of content in the personalised feed, as well as the value of the AmRank indicator, are determined in a partially automated (algorithmic) manner, based, among other things, on the contents of the Digital Closet, the User's activity, and social interactions (likes, follows, comments). AmRank and the resulting visibility constitute an internal platform indicator and do not constitute a proprietary right of the User. The Service Provider reserves the right to correct, recalculate, or reset the AmRank value if it detects violations of these Terms of Service, attempts to manipulate the indicator, or system errors. Users may raise concerns about the operation of the algorithmic mechanisms at support@legit.am; such requests are reviewed with human involvement.

4.6. Restriction of scanning features in the event of abuse. The Service Provider may temporarily restrict or block a User's access to the NFC scanning, DPP reading, and product-authenticity confirmation features if it detects:

- use of these features beyond the ordinary, personal use of the Application (e.g., an unusually high number of scans within a short period);
- a reasonable suspicion that these features are being used for automated scanning, including via bots or scripts, bypassing the Application's standard interface;
- a reasonable suspicion of harvesting, i.e. the mass, automated extraction of data from the DPP or other resources of the Legitam Ecosystem.

The Service Provider will inform the User of any such restriction or block in accordance with the rules described in §7.3, unless mandatorily applicable law provides otherwise. The restriction or block may be lifted once the underlying cause ceases to exist or the matter has been clarified by the User.

4.7. The Service Provider reserves the right to develop, restrict, modify, or discontinue individual features of the Application, including the AmRank mechanism and the rules for creating amLooks, in order to ensure security, legal compliance, or to improve the operation of the Legitam Ecosystem. Where a change has more than a minor negative impact on a consumer's access to or use of the services, the Service Provider will inform the consumer reasonably in advance on a durable medium, and the consumer may terminate the contract free of charge within 30 days of receiving that information or of the change being made, whichever is later.

§5. RIGHTS AND OBLIGATIONS OF THE USER

5.1. User's rights

- to use all features of the Application in accordance with these Terms of Service;
- to access and edit their personal data;
- to delete their Account and data at any time, in accordance with §3.3;
- to object to the processing of their data in the cases provided for under the GDPR;
- to contact the Service Provider regarding personal-data protection matters (privacy@legit.am).

5.2. User's obligations

- to comply with these Terms of Service, the Privacy Policy, and the EULA;
- to provide truthful data upon registration and while using the Account;
- not to share their Account with third parties;
- not to post User Content prohibited under §6.2;
- not to disrupt the operation of the Application, including by complying with the scanning restrictions described in §4.6;
- to respect the rights of other Users and of third parties.

§6. USER CONTENT (amLooks, comments)

6.1. By publishing User Content, the User represents that they hold all rights necessary to do so and grants the Service Provider a non-exclusive, royalty-free, worldwide license to store, display, reproduce, and distribute such content within the operation of the Application and the Legitam Ecosystem, for the duration of the Account and for such further period as is necessary to fulfil the Service Provider's legal obligations. The User retains copyright in the User Content they publish.

6.2. Prohibited content. Users may not post User Content in the Application that:

- is contrary to applicable Polish or EU law;
- is offensive, discriminatory, racist, or xenophobic, or incites hatred;
- infringes copyright, trademark rights, image rights, or other intellectual property rights of third parties;
- is pornographic in nature or depicts the sexual exploitation of minors — our approach to combating such content is set out in detail in the Child Safety Standards (CSAE);
- promotes violence, self-harm, terrorism, or other criminal activity;
- is misleading as to the authenticity, origin, or characteristics of the products shown, is false, or violates good morals;
- constitutes spam, unauthorised advertising, or the automated abuse of the Application's features (including artificially inflating AmRank);
- contains malware, phishing, or other security threats.

6.3. Liability for use of third-party marks. By publishing User Content (including an amLook) featuring products bearing trademarks, logos, or other marks belonging to third parties (e.g., fashion brands), the User assumes full and sole responsibility for such use, including for ensuring that it does not infringe the intellectual property rights or other rights of such third parties. The Service Provider bears no liability for third-party rights infringements arising from User Content.

6.4. Before publishing their first item of User Content, the User is required by the Application to accept these Terms of Service, including the rules set out in this section.

6.5. Service Provider's intellectual property. The Application, its interface, trademarks, the AmRank algorithm, and all elements owned by the Service Provider are protected under intellectual property law. The User does not acquire any rights to the foregoing elements. The rules regarding third-party trademarks and materials displayed in the Application (e.g., brand logos within the DPP) are set out in the EULA.

6.6. Reporting infringements of copyright and other intellectual property rights. A rights holder (or a person acting on their behalf) who believes that User Content infringes their copyright, trademark rights or other intellectual property rights may notify the Service Provider at safety@legit.am or by using the "Report" function. The notice should include:

- identification of the work or other protected subject matter that is allegedly infringed;
- precise identification of the disputed content in the Application (e.g., a link to the post or a description of its location);
- the notifying party's contact details (name or company name and e-mail address);
- evidence or credible information confirming the notifying party's rights or their authority to act on behalf of the rights holder;
- a statement that the notifying party believes in good faith that the use of the content in the manner complained of is not authorised by the rights holder or by law;
- a statement that the information in the notice is accurate.

Notices are handled in accordance with §7. The Service Provider may remove the content concerned or disable access to it, informing the User who published it, together with a statement of reasons and information on the possibility of lodging an appeal (§7.3–7.4), including by explaining why the content does not infringe any rights. The Service Provider may apply the measures described in §12.2 to Users who repeatedly infringe intellectual property rights. Knowingly submitting false notices constitutes misuse within the meaning of §7.6 and may give rise to liability on the part of the notifying party.

§7. CONTENT MODERATION, REPORTS, AND APPEALS

7.1. Reporting content and users. Any User may report a post, comment, or Account of another User that violates these Terms of Service or applicable law, using the “Report” function available alongside the relevant content or profile. Reports concerning unlawful content, spam, or security violations may additionally be sent to safety@legit.am, while other reports of violations of these Terms of Service may be sent to support@legit.am. A report should indicate the location of the content and the reason for the report.

7.2. Handling of reports. The Service Provider handles reports in a timely, diligent, and objective manner, with human involvement in decisions that materially affect the User's rights (such decisions are not made by fully automated means).

7.3. Statement of reasons. Where User Content is removed or its visibility restricted, or an Account is suspended or blocked, due to a violation of these Terms of Service or applicable law, the Service Provider will inform the affected User of the factual and legal grounds for the decision, the measures applied, and the available means of appeal.

7.4. Internal appeal procedure. A User whose User Content has been removed or restricted, or whose Account has been suspended or blocked, as well as a User who submitted a report, has the right to lodge — free of charge, electronically, within 6 months of the decision — an appeal at support@legit.am. Appeals are not handled by fully automated means. The User will be informed of the outcome of the appeal, together with the reasons, without undue delay.

7.5. Out-of-court dispute resolution. Independently of the procedure described in §7.4, a User who is a consumer may seek resolution of a dispute through an independent body certified under Article 21 of Regulation (EU) 2022/2065 (the Digital Services Act) or through the competent Polish ADR body (e.g., the Regional Trade Inspectorate or a standing consumer arbitration court), and may also seek the assistance of the locally competent county (municipal) consumer ombudsman. The use of out-of-court dispute resolution is voluntary and does not exclude the right to pursue claims before a common court.

7.6. Misuse. The Service Provider may restrict a User's ability to use the reporting or appeal mechanisms where the User clearly abuses them (e.g., by making reports in bad faith), following a prior warning.

§8. PRIVACY AND DATA PROTECTION (GDPR)

8.1. The controller of Users' personal data is the Service Provider — Legitam P.S.A., ul. Weselna 5, 46-300 Świercze.

8.2. The rules for processing personal data and telemetry data collected during use of the Application (including the purposes and legal bases for processing, retention periods, categories of data recipients, transfers of data outside the EEA, and the rights available to the User under the GDPR, including the rights of access, rectification, erasure, restriction of processing, data portability, and objection), as well as the rules on Account deletion, are set out in detail in the Privacy Policy — Mobile Application, available at legal.legit.am/privacy-policy.html.

8.3. For matters relating to privacy, personal data, and the Account, please contact privacy@legit.am; for matters relating to the exercise of rights under the GDPR, please contact the Data Protection Officer at dpo@legit.am. The

User has the right to lodge a complaint with the President of the Personal Data Protection Office (PUODO), ul. Stawki 2, 00-193 Warsaw, Poland, if they consider that the processing of their data violates the GDPR.

§9. RIGHT OF WITHDRAWAL (CONSUMERS)

9.1. A User who is a consumer (or a natural person entering into a contract directly related to their business activity, where it is clear from the contract that it is not of a professional nature for that person) who has entered into a distance contract (e.g., by creating an Account) may withdraw from it without giving any reason within 14 days of its conclusion, by submitting a statement of withdrawal to the Service Provider (e.g., at privacy@legit.am).

9.2. The right of withdrawal from a contract for the supply of digital content not supplied on a tangible medium does not apply where performance has begun with the User's express consent before the end of the withdrawal period, after the User was informed of the loss of the right of withdrawal and acknowledged it, and the Service Provider provided the User with confirmation (Article 38(1)(13) of the Polish Consumer Rights Act). For services supplied continuously, including the maintenance of the Account, the right of withdrawal may be exercised throughout the period set out in §9.1, and withdrawal results in the termination of the contract and the deletion of the Account in accordance with §3.3. Where a fee is payable for a service and its provision began at the User's express request before the end of the withdrawal period, the User shall pay for the services provided up to the time of withdrawal (Article 35 of the Polish Consumer Rights Act).

9.3. Withdrawal from the contract in respect of the Account does not affect the User's ability to continue using the features of the Application that do not require an Account, as referred to in §4.1.

9.4. For a User who is a consumer residing in France, the right of withdrawal and the exceptions to it are additionally governed by Articles L. 221-18 et seq. of the French Consumer Code (Code de la consommation).

9.5. Model withdrawal form (complete and return this form only if you wish to withdraw from the contract; the User may also submit any other unequivocal statement):

- To: Legitam Prosta Spółka Akcyjna, ul. Weselna 5, 46-300 Świercze, Poland, e-mail: privacy@legit.am
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service:
- Concluded on (date of creating the Account):
- Name of consumer(s):
- Address of consumer(s) and e-mail address linked to the Account:
- Signature of consumer(s) (only if this form is notified on paper):
- Date: — (*) Delete as appropriate.

§10. COMPLAINTS

10.1. The User has the right to file a complaint regarding the operation of the Application or the services provided through it.

10.2. Complaints may be submitted electronically to support@legit.am (general complaints concerning the operation of the Application or services) or to privacy@legit.am (complaints concerning the Account, personal data, and privacy). A complaint should include: a description of the issue, the circumstances and date of its occurrence, and the User's contact details to enable a response to be provided.

10.3. The Service Provider will handle the complaint and respond without undue delay, no later than within 14 calendar days of its receipt. Failure to respond within this period, in the case of a consumer complaint, means the complaint is deemed to be justified.

10.4. Where a complaint is not upheld, a User who is a consumer may make use of the remedies described in §7.5 (out-of-court dispute resolution) and retains the right to pursue claims before a common court.

10.5. Statutory guarantee of conformity (consumers residing in France). A User who is a consumer residing in France benefits from the statutory guarantee of conformity for digital content and digital services under Articles L. 224-25-12 et seq. of the French Consumer Code (Code de la consommation). The Service Provider is liable for any lack of conformity existing at the time of supply and — where the Application and its services are supplied continuously — for any lack of conformity appearing during the period of supply; where digital content is supplied in a single act, the guarantee covers any lack of conformity appearing within two years of supply. Under this guarantee the consumer is entitled, free of charge, to have the digital content or digital service brought into conformity or, failing that, to a price reduction or termination of the contract. The complaint procedure described in this section does not restrict this guarantee.

10.6. Irrespective of the provisions of this section, a User who is a consumer has the rights in respect of a lack of conformity of digital content or a digital service with the contract provided for by mandatory law, in particular Chapter 5b of the Polish Consumer Rights Act and the law of the consumer's country of residence implementing Directive (EU) 2019/770.

§11. LIABILITY OF THE SERVICE PROVIDER

- The Service Provider makes reasonable efforts to keep the Application continuously available but does not guarantee uninterrupted operation.
- The Service Provider bears no liability for the content, accuracy, or currency of DPP data supplied by manufacturers — in accordance with §4.3.
- The Service Provider bears no liability for the consequences of false NFC Tag readings (spoofing) arising from technical factors beyond its control — in accordance with §4.4.
- The Service Provider does not guarantee that a User will achieve any particular AmRank level or any particular visibility of published content.
- The Service Provider bears no liability for User Content published by other Users.
- The limitations of liability set out in these Terms of Service do not apply to the Service Provider's liability for damage caused intentionally or through gross negligence, for injury to life, body or health, under product liability law, or for breach of essential contractual obligations whose fulfilment is necessary for the proper performance of the contract — in the latter case, where there is only ordinary negligence, liability is limited to the damage typical and foreseeable at the time the contract was concluded. Towards Users who are not consumers, the Service Provider's liability is otherwise limited to the value of the services provided to that User in the Application during the relevant calendar year. Towards consumers, the Service Provider is liable in accordance with mandatory law.

§12. TERMINATION AND SANCTIONS

12.1. Termination by the User. The User may terminate the contract (delete their Account) at any time without giving any reason, in accordance with the procedure described in §3.3.

12.2. Termination by the Service Provider. The Service Provider may suspend or delete a User's Account in the event of:

- a violation of these Terms of Service, in particular §6.2;
- actions that endanger the security of the Application or of other Users, including those described in §4.6;
- the provision of false data upon registration;
- the User's inactivity for a period exceeding 3 years.

12.3. Where the Service Provider suspends or deletes an Account, the User will be informed of the reason and of the applicable appeal procedure in accordance with §7.3 and §7.4.

§13. TECHNICAL REQUIREMENTS

Use of the Application requires: a Mobile Device running iOS 14 or later, or Android 9 or later; an active Internet connection; an NFC module in the device (for scanning features); and the current version of the Application. Full technical requirements, including notes on the extent of support for particular NFC reading modes depending on the device model, are set out in the EULA.

§14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1. These Terms of Service are governed by Polish law. The choice of Polish law does not deprive a User who is a consumer of the protection afforded by provisions that cannot be excluded by agreement under the law of the country of the User's habitual residence, where the Service Provider directs its activities to that country.

14.2. The parties will endeavour to resolve amicably any disputes arising from use of the Application, including through the means described in §7.5. Failing agreement, disputes will be resolved by the competent common court, without prejudice to consumer rights under generally applicable law.

§15. FINAL PROVISIONS

15.1. The invalidity of any provision of these Terms of Service shall not affect the validity of the remaining provisions.

15.2. In matters not governed by these Terms of Service, the provisions of Polish law shall apply, in particular the Polish Civil Code and the Act on Providing Services by Electronic Means.

15.3. These Terms of Service apply together with the End-User License Agreement (EULA) and the Privacy Policy.

§16. CONTACT DETAILS

- General contact: contact@legit.am
- User support (complaints, appeals, questions about the Application): support@legit.am
- Reports of unlawful content, spam, and security violations: safety@legit.am
- Child safety reports (CSAE / CSAM): safety@legit.am — see the Child Safety Standards
- Reports of infringements of copyright and other intellectual property rights (§6.6): safety@legit.am
- Point of contact for Member State authorities, the European Commission and the European Board for Digital Services (Article 11 DSA): safety@legit.am — communication in Polish and English
- Point of contact for recipients of the service (Article 12 DSA): support@legit.am — communication in English, Italian, French, Polish and German
- Privacy, personal data, and Account matters: privacy@legit.am
- Data Protection Officer: dpo@legit.am
- Website: legit.am

- Privacy Policy — Mobile Application: legal.legit.am/privacy-policy.html

Account deletion request: privacy.legit.am

Service Provider:	Legitam P.S.A.
Address:	ul. Weselna 5, 46-300 Świercze, Poland
Contact:	contact@legit.am
Effective date:	28 August 2026

These Terms of Service are effective as of 28 August 2026 | Legitam P.S.A.