ARK App Terms of Use

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1. General provisions and Service Provider details

1. These terms of use (the “Terms”) govern the provision of electronic services and the use of the closed ARK App platform available at https://app.arkingredients.com (the “Platform”).
2. The service provider and operator of the Platform is ARK Ingredients Daniel Turek, ul. Świętochowskiego 1/41, 01-318 Warsaw, Poland, Polish Tax Identification Number (NIP): 6612258365, e-mail address: sales@arkingredients.com (“ARK Ingredients” or the “Service Provider”).
3. The Platform is intended for professional use by businesses, institutions and persons acting in the course of their professional activities. The Platform is not intended for consumers or minors.
4. The Terms are made available free of charge before an Account is created or activated, in a manner that allows them to be downloaded, saved, reproduced and printed. The current version of the Terms is available at https://arkingredients.com/legal/ark-app/terms. Archived versions are made available upon a justified request sent to sales@arkingredients.com, where this is appropriate in view of the purpose of the request.
5. Use of the Platform requires the User to read and accept the Terms in advance. The User’s acceptance of the Terms concerns the rules governing the use of the User’s individual Account and does not constitute a representation that the User is authorised to represent the Company or incur obligations on its behalf. An Account is assigned to a Company as part of the Account approval process conducted by the Service Provider. Where there are reasonable doubts, the Service Provider may request additional confirmation of the User’s relationship with the Company.

2. Definitions

The terms used in these Terms have the following meanings:

1. **Company** – a business, institution or other organisation to which the User has been assigned and within which the User uses the Platform.
2. **User** – an adult natural person using the Platform professionally, whose Account has been approved and assigned to a Company in accordance with the Platform activation process.
3. **Account** – the User’s individual account, protected by authentication credentials and assigned a defined scope of permissions.
4. **User Content** – any data, recipes, documents, files, graphics, notes, comments and other materials submitted, saved or created by the User in connection with the use of the Platform.
5. **Document** – a file submitted to the Platform, including in particular a specification, technical data sheet, safety data sheet, certificate, declaration, report, information brochure, marketing material, information on the place of production, certificates held or scope of certification, or another document concerning a raw material or product.
6. **Standard Recipe** – a recipe whose content is stored in the Platform’s server infrastructure and may be covered by backups.

7. **Confidential Recipe** – a recipe whose content is stored in an encrypted file controlled by the User on a device or in a folder selected by the User. The Platform stores on the server only the technical information required to display the recipe in a list, assign it to the correct User and support the opening and saving of the local file.
8. **Basic Sharing** – limited sharing of information about a finished product with an approved User, without disclosing the recipe composition, quantities or nutritional data of individual raw materials.
9. **Demo Version** – a free, limited variant of the Platform made available to the User under the rules set out in section 4 of the Terms.

3. Type and scope of services

1. The Platform is a closed B2B environment supporting work with raw materials, documents and recipes, including in particular:
   a. viewing raw material data made available to a given User;
   b. creating, saving, editing, organising and deleting recipes;
   c. performing supporting calculations and presenting information on ingredients, allergens, nutritional values, labelling and possible claims;
   d. creating specifications or summaries for a finished product;
   e. submitting Documents for secure preparation and verification;
   f. sharing selected information concerning a Standard Recipe with other approved Users to the extent provided for by the Platform;
   g. using other functions made available to the User according to the User's role and permissions.
2. Access to the Platform is not public. The creation of an Account, its assignment to a Company and the granting of access to a defined scope of data may require manual approval by the Service Provider.
3. The detailed scope of available functions may depend on the User's role, the Company, the permissions held, the agreement concluded and the stage of development of the Platform.
4. The fees for using the Platform and the scope of paid services are specified in the offer appendix forming part of a separate agreement concluded with the Company.

4. Demo Version

1. Unless a separate agreement or offer appendix provides otherwise, a new Account is activated in the Demo Version.
2. The Demo Version is free of charge and provides access to the Platform functions made available to a given Account, subject to the following limitations:
   a. Documents may be submitted, stored and processed in accordance with the Terms, but while the Demo Version is being used they may not be shared with other Users or Companies, even where the User has the consent of an authorised entity to such sharing;
   b. the User may hold no more than 5 of the User's own Recipes at any one time, whether they are Standard Recipes or Confidential Recipes.
3. Recipes shared with the User by other persons and technical archive copies created by the Platform are not included in the limit referred to in clause 2(b). A User's own Recipe deleted by the User ceases to count towards the limit.

4. Once the limit has been reached, the User may continue to open, edit, save and delete existing Recipes, but may not create or duplicate another Recipe until capacity is freed or the User moves to a variant with a higher limit.
5. The Demo Version applies until another Platform variant is activated for the Account or access is terminated in accordance with the Terms or a separate agreement. Moving to another variant does not in itself delete the User's data.
6. The limitations of the Demo Version form part of the scope of the service provided and do not constitute a defect or non-compliance of the Platform with the Terms.

5. Technical requirements and Account security

1. The following are required for proper use of the Platform:
    a. a device with Internet access;
    b. a current version of Google Chrome or Microsoft Edge;
    c. JavaScript, cookies necessary for session operation and browser local storage enabled;
    d. an active business e-mail address;
    e. for Confidential Recipes, browser support for access to the local file system and the ability to securely store the recovery key.
2. The User must protect the password, recovery key and device, must not make the Account available to other persons, and must immediately report any suspected loss of confidentiality of authentication credentials.
3. An Account is individual. Sharing a single Account between several persons is prohibited unless the Service Provider expressly provides a separate function or type of Account for that purpose.
4. The User is responsible for ensuring that the device and software used comply with the security requirements of the User's Company.

6. Nature of information and independent verification obligation

1. The Platform is a tool supporting the User's work. It is not a regulatory authority, laboratory, certification body or law firm, and is not a substitute for the assessment of a technologist, quality specialist or person responsible for product compliance with the law.
2. Data, calculations, summaries, warnings and suggestions generated by the Platform may be based on manufacturers' Documents, data provided by Users, calculation rules, automated extraction and other sources that may be incomplete, outdated, incorrect or unsuitable for a particular product and market.
3. Despite the Service Provider exercising due care, the Platform does not guarantee the accuracy or completeness of, in particular:
    a. the name and labelling of the finished product;
    b. the list and order of ingredients and allergen declarations;
    c. nutritional values and the manner in which they are presented;
    d. the possibility of using nutrition, health, environmental or marketing claims;
    e. the legal classification of the product, packaging requirements or compliance with the laws applicable in a particular market;
    f. the currency, authenticity or completeness of Documents and data from third parties.

4. Before production, placing a product on the market, or publishing a label, specification, marketing material or claim, the User and the User's Company must independently verify the result against current laws, the production recipe, test results, current source Documents and the requirements of the target market.
5. Use of a Platform result does not mean that the Service Provider has approved the recipe, product, label or claim. The liability of the entity placing the product on the market under mandatory law remains unchanged.

7. Standard Recipes and technical access by the Service Provider

1. Standard Recipes are stored in the Platform's server infrastructure and may be covered by technical backups.
2. The Platform does not substantively approve Standard Recipes and does not interfere with the User's recipe decisions. Automated calculations, identification of inconsistencies, presentation of raw material data updates or warnings do not constitute substantive acceptance of a recipe by the Service Provider.
3. Authorised persons acting on behalf of the Service Provider may access Standard Recipes solely to the extent necessary for:
    a. storage, security, backup and data recovery;
    b. maintenance, error diagnosis and development of the Platform;
    c. handling a User request;
    d. updating related source data and ensuring consistent operation of the Platform's functions;
    e. responding to security incidents or abuse;
    f. complying with a legal obligation or a binding request from a competent authority.
4. The access described above does not mean that the Service Provider acquires any rights to the recipe. Persons obtaining such access are required to maintain confidentiality in accordance with their duties and the safeguards applied.

8. Confidential Recipes stored by the User

1. The content of a Confidential Recipe, including composition, quantities, labelling, nutritional values, calculations and design materials, is stored in an encrypted file in a location selected by the User. The server stores only technical information required to display the recipe in a list, assign it to the correct Account and support the local file, such as the identifier, owner, name, folder, status, version number and technical dates.
2. The recovery key for Confidential Recipes is not provided to the Service Provider and is not included in server backups. The Service Provider has no standard function for recovering the key or restoring the content of a Confidential Recipe.
3. The User is responsible for:
    a. retaining the recovery key;
    b. selecting and maintaining a secure file location;
    c. making the User's own backups or synchronising the folder;
    d. protecting the device, browser and system account against access by unauthorised persons;
    e. checking that the file has actually been saved before closing or changing the device.
4. To the fullest extent permitted by law, the Service Provider is not liable for the loss, corruption, lack of synchronisation or inability to decrypt a Confidential Recipe caused in particular by loss of the device,

file, folder, browser permission or recovery key, failure to make a backup, or the operation of software used by the User.

5. The protection of Confidential Recipes is not a solution entirely independent of trust in the Platform operator. During use, the browser executes application code supplied by the server, and security also depends on the device, browser and the manner in which the User protects the key.
6. A Confidential Recipe may not be shared with another User using the recipe sharing function until its owner decides to transfer its content to a Standard Recipe in accordance with the Platform's functions.

9. Sharing recipes

1. A User may share a Standard Recipe only using the functions provided by the Platform and only with a recipient who has an approved Account.
2. Basic Sharing is read-only access and covers only the scope of information specified by the Platform. It does not include the recipe composition, quantities or nutritional data of individual raw materials.
3. The recipient may not further share a received recipe or information obtained from it unless separately and expressly authorised by the recipe owner and the entitled entities.
4. The owner may withdraw sharing. Changes made by the owner to the Standard Recipe may be visible to the recipient within the shared scope.
5. The User is responsible for correctly selecting the recipient and scope of sharing and for having a lawful basis to provide the recipient with confidential information.

10. Submission of Documents and User representations

1. Each time the User submits a Document, the User represents that:
    a. the User obtained possession of the Document lawfully;
    b. the User is authorised to provide the Document to the Service Provider for storage, security, technical processing, data extraction, analysis and verification for the purpose of providing the Platform services;
    c. providing and processing the Document within the above scope does not infringe copyright, database rights, trade secrets, confidentiality obligations, personal data rights or other third-party rights;
    d. if the Document contains personal data or information subject to specific restrictions, the User has an appropriate basis for providing it and has limited its scope to the minimum necessary;
    e. the information provided by the User regarding the source of and rights to the Document is true and complete.
2. The User's representation does not constitute automatic verification of rights by the Service Provider or a transfer of ownership of the Document or rights to its content.
3. To the extent necessary to provide the services, the User grants the Service Provider a non-exclusive authorisation, limited to the period of service provision, to technically reproduce and store the Document, create secure previews, extract, analyse and convert it, and make backup copies. The Service Provider may entrust these activities to subcontractors necessary to provide the service, subject to appropriate confidentiality, security and personal data obligations. This authorisation does not permit the Document to be used for commercial purposes unrelated to the Platform.
4. Submission of a Document does not automatically result in publication of a product, approval of data or sharing of the Document with other Users.

5. The Service Provider may reject, quarantine, block or delete a Document if it is corrupted, unsafe, non-compliant with requirements, unlawful, unrelated to the purpose of the Platform, or if there are reasonable doubts concerning the right to provide it.
6. In the event of a third-party claim, the User must, to the extent permitted by law, provide information and documents demonstrating lawful acquisition and the scope of the User's authorisation.

11. Document privacy and further sharing

1. A Document submitted by a User is private by default and is available only to:
    a. the User and authorised persons within the User's Company, in accordance with the Platform configuration;
    b. authorised persons acting on behalf of the Service Provider to the extent necessary for verification, provision of the service, security and handling of the Document;
    c. entities to which access must be provided by law.
2. Subject to the limitations of the Demo Version, a Document may be shared with other Users or Companies only where the raw material manufacturer or another entity authorised to decide on the Documents has given consent covering such further sharing and the consent has been properly recorded by the Service Provider.
3. The scope of sharing may not exceed the scope of the consent granted. Withdrawal or expiry of consent may result in further access being limited, subject to legal obligations, audit requirements and backup rules.
4. Consent to share data extracted from a Document does not automatically constitute consent to share a complete copy of the Document. The scope resulting from the authorised entity's statement must be applied in each case.

12. Rights to User Content and the Platform

1. The User or the relevant entitled entity retains the rights to User Content. Use of the Platform does not transfer those rights to the Service Provider, except for the limited rights necessary to provide the services specified in the Terms.
2. The Platform software, its layout, graphic elements, databases, rules, documentation and Service Provider designations are protected by law. The Terms do not grant the User the right to copy, resell or decompile them, or to use them beyond the permitted use of the Platform, subject to mandatory law.
3. The User may not remove legal notices or present Platform results in a manner suggesting official certification or approval by the Service Provider.

13. Prohibited activities and content

1. It is prohibited to provide unlawful content or to use the Platform in a manner that infringes the law, third-party rights, security or accepted standards of conduct.
2. In particular, the User may not:
    a. submit materials for which the User does not have the required rights or permissions;
    b. disclose another person's trade secrets or personal data without an appropriate basis;
    c. introduce malicious code, attempt to compromise safeguards, test vulnerabilities without written authorisation, or circumvent access restrictions;

d. access data, Accounts or functions for which the User has not been authorised;

e. automatically download data, overload the Platform or reconstruct its databases without the Service Provider's consent;

f. impersonate another person or provide false information about the Company, permissions or source of a Document;

g. use the Platform to manufacture or place unlawful products on the market.

14. Response to unlawful content and access restrictions

1. Information about User Content that may be unlawful or infringe the reporting party's rights may be sent to sales@arkingredients.com. The report should identify the Content, its location, the reason for the allegation, the reporting party's contact details and, where possible, documents confirming the right or infringement.
2. The Service Provider may verify reports manually and using technical tools for security and for detecting malicious files, duplicates, infringements and suspicious activity. Where reasonable suspicion is detected, the Platform may automatically and temporarily block Content, restrict a selected function or suspend an Account where necessary to protect security, data or other Users. A restriction applied automatically is protective in nature and is subject to review by an authorised person. The User may submit an objection or complaint in accordance with the Terms.
3. Depending on the nature and seriousness of the matter, the Service Provider may limit visibility, block access, quarantine a file, remove Content, temporarily suspend a function or Account, withdraw a permission, or terminate the agreement.
4. Unless prevented by law, the security of proceedings or the protection of other persons, the Service Provider will inform the affected User of the restriction applied, the principal reasons for it and the available means of objection.
5. An objection to a decision may be submitted to csr@arkingredients.com within 2 months of notification of the decision. The objection will be reviewed by a duly authorised person and not exclusively by automated means.

15. Availability, updates and technical interruptions

1. The Service Provider takes reasonable measures to ensure the security and continuity of the Platform, but does not guarantee uninterrupted or error-free availability unless a separate agreement provides otherwise.
2. The Platform may be temporarily unavailable due to maintenance, updates, failure, a security incident, the operation of an infrastructure provider or an event beyond the Service Provider's reasonable control.
3. Planned work causing material unavailability will, where possible, be communicated in advance.
4. The Service Provider may modify and develop the Platform's functions, provided that this does not infringe the User's acquired rights or separate contractual obligations.
5. The User should promptly respond to notifications concerning a change in source data, an outdated Document, an unavailable raw material or a save error. Data temporarily retained in the browser is not equivalent to being saved on the server or in the relevant local file.

16. Liability

1. Each party is liable for failure to perform or improper performance of its obligations under the law and the Terms, taking into account the professional nature of the Platform.
2. The Service Provider is not liable for business, technological, production, quality, marketing or regulatory decisions made solely on the basis of unverified Platform results.
3. To the fullest extent permitted by law, the Service Provider is not liable for:
    a. errors resulting from false, incomplete or outdated data or Documents provided by the User, a manufacturer or another third party;
    b. the consequences of using the Platform contrary to the Terms, instructions, intended purpose or technical requirements;
    c. loss of Confidential Recipes stored on a device or in a folder controlled by the User;
    d. unauthorised sharing by the User or the User's infringement of rights to a Document or recipe;
    e. interruptions or damage caused exclusively by third parties, the User's device, the Internet, the browser or force majeure which the Service Provider could not have prevented by exercising due care.
4. Subject to clause 5, the Service Provider's total liability towards the Company and its Users is limited to the net fees paid by the Company for use of the Platform during the 12 months preceding the event that caused the loss. If the agreement was in force for a shorter period, the limit equals the total net fees paid during its term. The limitation does not apply to loss caused intentionally or where limitation of liability is prohibited by law.
5. Nothing in the Terms excludes liability that cannot be validly excluded or limited under mandatory law.

17. Formation and termination of the agreement and Account suspension

1. The agreement for the provision of electronic services is concluded when all of the following conditions have been met: correct registration, acceptance of the current Terms, confirmation of the e-mail address and activation of the Account by the Service Provider, unless a separate agreement specifies another time.
2. The agreement is concluded for an indefinite period.
3. The User may stop using the Platform at any time. The User or an authorised representative of the Company may request closure of the Account by writing to sales@arkingredients.com. Closure of the Account may not result in the immediate deletion of all data where continued storage is required by law, is necessary to establish or defend claims, results from an agreement with the Company, or follows from the cycle of technical backups.
4. The Service Provider may temporarily suspend an Account or restrict access where this is necessary for security, protection of other Users, investigation of a breach, performance of a legal obligation or prevention of harm.
5. The Service Provider may terminate the agreement by giving 30 days' notice, or with immediate effect in the event of a material or repeated breach of the Terms, unlawful conduct, provision of false information regarding permissions, or a security threat.
6. Termination of access to the Account does not transfer rights to User Content to the Service Provider. Rules governing data export, return, deletion and retention may be further specified in a separate agreement with the Company.

18. Complaints and contact

1. Complaints concerning the operation of the Platform may be submitted electronically to csr@arkingredients.com.
2. A complaint should contain information enabling identification of the User, a description of the problem, the date on which it occurred, the expected resolution, and, where possible, technical information that does not require disclosure of passwords, keys or other secrets.
3. The Service Provider will process a complaint without undue delay and no later than 14 days after receiving a complete submission. If supplementary information is required, the period runs from receipt of the required information.
4. Where proper consideration of a complaint requires information from another entity involved in the process to which the complaint relates, the Service Provider may extend the period for handling the complaint by the time objectively necessary, but by no more than an additional 30 days. Before the original period expires, the Service Provider will inform the complainant of the reason for the extension and the expected response date.
5. The response will be sent to the e-mail address assigned to the Account or the address provided in the complaint.

19. Personal data and confidentiality

1. The rules governing the processing of Users' personal data, including the controller's details, purposes, legal bases, retention periods and data subject rights, are set out in a separate Privacy Policy available at https://arkingredients.com/legal/ark-app/privacy-policy.
2. Depending on the nature of the data contained in User Content and the arrangements with the Company, it may be necessary to enter into a separate data processing agreement.
3. Acceptance of the Terms does not replace consent to personal data processing where consent is the required legal basis, nor does it replace a data processing agreement.
4. The User should enter into the Platform only personal data necessary for a specified purpose and in accordance with the rules applicable within the User's Company.

20. Amendments to the Terms

1. The Service Provider may amend the Terms for valid reasons, including in particular a change in law, the scope or manner of service provision, security requirements, technology, the charging model, or the need to remove ambiguity.
2. Users will be informed of a material amendment on a durable medium or in a manner that allows the information to be retained, at least 14 days before it takes effect. This period may be shorter where the amendment results from a legal obligation, an urgent security threat or the need to prevent abuse.
3. An amendment consisting solely of the addition of an optional function that is more favourable to the User, does not increase fees, impose new obligations or restrict existing rights, may take effect when that function is made available. The User will be informed no later than when the function is made available and may choose not to use it.
4. Continued use of the Platform after the effective date of a material amendment may require acceptance of the new version of the Terms. A User who does not accept the amendment may stop using the Platform and request closure of the Account. The User's failure to accept does not in itself terminate a separate agreement concluded with the Company; its termination is governed by that agreement. If a material

amendment adversely affects the agreed scope of services, the Company may terminate the agreement under its terms or, if the agreement does not regulate such a case, before the amendment takes effect.

5. The Service Provider retains at least the identifier of the version of the Terms, the date and time of acceptance, the User's Account and the Company to which the Account was assigned at that time.

21. Final provisions

1. The Terms and agreements concluded on their basis are governed by Polish law, unless mandatory law provides otherwise.
2. The parties will first seek to resolve disputes amicably through negotiations initiated by a written notice of dispute. If the dispute is not resolved within 30 days of delivery of the notice, it will be resolved by a Polish court of general jurisdiction having jurisdiction under Polish law.
3. If a separate agreement concluded with the Company regulates a matter differently, that agreement prevails to the extent permitted by law. The Terms apply in all other respects.
4. The invalidity or ineffectiveness of one provision does not affect the remaining provisions. The parties should replace it with a lawful solution that is as close as possible to its commercial purpose.
5. The Terms have been drawn up in Polish and English. Both versions correspond in content and are made available to the User on equal terms. In the event of any discrepancy between the language versions, in particular concerning the interpretation or legal effect of any provision, the Polish version prevails.

Appendix 1 – statements displayed in the interface

A. Acceptance of the Terms upon Account activation

Mandatory field, cleared by default:

> I have read the ARK App Terms of Use, version 1 dated 2026.11.11, understand their content and accept their provisions as the user of an individual Account. Acceptance does not constitute a representation that I am authorised to represent the Company or incur obligations on its behalf. I acknowledge that the Account will initially be activated in the Demo Version, subject to the limitations set out in section 4 of the Terms.

Direct links labelled “Open the Terms” and “Download the Terms (PDF)” should be displayed next to the field.

B. Representation made each time a Document is submitted

Mandatory field, cleared by default:

> I represent that I obtained the document lawfully and that I have the right to provide it to ARK Ingredients for storage, security, technical processing, data extraction, analysis and verification for the purpose of providing the ARK App services. Providing the document for these purposes does not infringe third-party rights, trade secrets or confidentiality obligations. I understand that the document remains private and will not be shared with other users without the consent of the manufacturer or another authorised entity.

A link to sections 10–11 of the Terms should be displayed below the statement.

C. Evidence recorded upon acceptance

The system should record at least:

1. the User and Company identifier;
2. the identifier and version of the accepted text;
3. the exact content or an immutable hash of the accepted text;
4. the date and time in UTC;
5. for a Document, the submission identifier and SHA-256 hash of the file;
6. the source of acceptance and technical audit data to the extent consistent with the Privacy Policy and the data minimisation principle.