

AETHER TRAINING PLAN RULES

1. GENERAL PROVISIONS

- 1.1. These rules of the "Aether Training Plan" ("**Rules**") set out the terms and conditions for conducting the challenge called "Aether Training Plan" ("**Challenge**").
- 1.2. The organizer of the Challenge is Aether Biomedical spółka z ograniczoną odpowiedzialnością (a limited liability company incorporated under the laws of Poland) with its registered office in Poznań, Poland, at ul. Mostowa 11, 61-854 Poznań, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number 0000755184, REGON 381661137, NIP 7831791083 ("**Aether**").
- 1.3. Aether declares that the Challenge is not a game of chance, raffle lottery, betting, promotional lottery, a game whose outcome depends on chance, or any other form regulated by the Act of 19 November 2009 on gambling and its implementing regulations.
- 1.4. Participation in the Challenge is free of charge and voluntary.
- 1.5. The Challenge is available within global time frames from the effective date of these Rules until December 31, 2026, unless Aether announces its extension (the "**Challenge Period**").

2. DEFINITIONS

- 2.1. For the purposes of these Rules, the following capitalized terms shall have the meanings set out below:
 - (a) **Address Form** – a form made available to Qualified Participants entitled to receive the Material Prize, used to provide Shipping Data necessary to deliver the Material Prize.
 - (b) **Aether** – Aether Biomedical spółka z ograniczoną odpowiedzialnością (a limited liability company incorporated under the laws of Poland) with its registered office in Poznań, Poland, at ul. Mostowa 11, 61-854 Poznań, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number 0000755184, REGON 381661137, NIP 7831791083.
 - (c) **App** – the Aether Digital Platform Mobile application owned by Aether, made available for mobile devices running iOS or Android, intended for operating and calibrating the Product and enabling the Challenge functionalities.
 - (d) **Challenge** – the "Aether Training Plan" onboarding program available in the App, consisting of the Participant completing a specified number of Challenge Days during the Challenge Period, including completing the Exercises and the Quizzes in accordance with these Rules and the functionalities of the App.
 - (e) **Challenge Day** – a unit of the Challenge corresponding to one day marked in the App as the next day of the Challenge, within which the Participant may complete the Quiz and perform the assigned Exercises, and which is deemed completed upon meeting the conditions set out in these Rules.

- (f) **Challenge Period** – has the meaning given in section 1.5; however, in the event of any discrepancy as to the start or end of the Challenge Period, the information displayed in the App for a given Participant shall prevail.
- (g) **Digital Prize** – an e-book in PDF format containing physiotherapy exercises supporting upper-limb function after amputation.
- (h) **Exercises** – a set of interactive activities made available to the Participant in the App, consisting of performing movement tasks using the Product, recorded and visualized in the App, aimed at functional training and learning to use the Product in accordance with its intended purpose.
- (i) **GDPR** – the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (j) **Material Prize** – a Product cleaning kit, constituting a non-commercial marketing sample.
- (k) **Material Prize Countries** – the United States, Ukraine, India, the Member States of the European Union, the United Kingdom and Norway.
- (l) **Participant** – a user of the App who has started completing the Challenge.
- (m) **Prize** – a prize provided by Aether and awarded to a Qualified Participant for duly completing the Challenge, in the form of either a Material Prize or a Digital Prize.
- (n) **Privacy Policy** – the privacy policy of Aether for the App available in the App and at: <https://bit.ly/aether-mapp-privacy-policy>, which explains how Aether collects and processes personal data.
- (o) **Product** – the “Zeus” bionic hand prosthesis, together with any enhancements.
- (p) **Qualified Participant** – a Participant who has completed the Challenge in accordance with these Rules.
- (q) **Quiz** – a set of questions made available to the Participant in the App within a given Challenge Day, the completion of which in the App is required for that Challenge Day to be marked as completed.
- (r) **Rules** – these rules of the “Aether Training Plan”.
- (s) **Shipping Data** – has the meaning given in section 6.5.
- (t) **Terms** – the Terms of Service of the App available in the App and at: <https://bit.ly/aether-mapp-tos>.

3. PARTICIPATION CONDITIONS

- 3.1. The Challenge is conducted via the App and is intended exclusively for users of the App.
- 3.2. A Participant may be a natural person who:
 - (a) has an active user account in the App,
 - (b) uses the App in connection with owning the Product,
 - (c) has been granted access to the Challenge functionality within their user account, and

(d) does not violate the Terms, the Privacy Policy, or these Rules.

- 3.3. The Challenge is activated automatically via the App. Participation begins by selecting the "Go to the application" option in the App.
- 3.4. Participation in the Challenge, as well as the rights and obligations related thereto (including the right to request delivery of a Prize), may not be transferred to any other person.
- 3.5. In the event a user account is suspended, restricted, or blocked in accordance with the Terms, participation in the Challenge and the right to a Prize may be restricted accordingly.
- 3.6. Aether may exclude from participation any Participant who violates the Terms or these Rules, in particular by attempting abuse, data manipulation, circumvention of rules, or unlawful activities.
- 3.7. A Participant may take part in the Challenge only once per one user account in the App.
- 3.8. Participation in the Challenge means that the Participant has read and accepted these Rules.

4. CHALLENGE RULES

- 4.1. The Challenge consists of a predefined onboarding program available in the App, comprising a number of Challenge Days assigned to each Participant in the App, typically consisting of 10 or 14 Challenge Days.
- 4.2. On each Challenge Day, Participants perform the assigned Exercises and complete the Quiz.
- 4.3. A Challenge Day is deemed completed if the Participant:
 - (a) performs the assigned Exercise(s),
 - (b) completes the Quiz, provided that completing the Quiz does not require achieving any specific score or providing correct answers.
- 4.4. Each Participant may complete the Challenge no later than on the last day of the Challenge Period.
- 4.5. Challenge Days do not need to be completed consecutively. For completion of the Challenge, the total number of completed Challenge Days matters, not their order or time continuity.
- 4.6. Progress and completion of the Challenge are verified automatically in the App based on data recorded in the App, including in particular device usage data (DUM), Challenge Day completion status, and data related to activities performed in the App. If technical events occur that affect activity recording (e.g., synchronization errors), the Participant may report the issue via the complaint/reporting system in accordance with the Terms.
- 4.7. Completion of a Challenge Day and of the entire Challenge depends on proper synchronization of data between the Product and the App. The Participant must ensure a proper Bluetooth connection and Internet access to the extent necessary for data synchronization.
- 4.8. The Participant acknowledges that mobile device system settings – particularly restrictions on the App operating in the background, power-saving modes, lack of system updates or App updates – may affect activity recording and completion of

Challenge Days. Aether shall not be liable for failure to complete the Challenge resulting from such settings.

- 4.9. Aether reserves that operation of the App may be temporarily limited or interrupted due to updates, maintenance works, Product firmware updates, or updates to the mobile device operating system. Such interruptions shall not constitute grounds for any claims by the Participant related to the Challenge.
- 4.10. Exercises performed as part of the Challenge are of a training and educational nature and do not constitute a healthcare service, medical advice, or therapy. The Participant performs the Exercises at their own responsibility, taking into account their health condition and recommendations received from specialists.

5. PRIZES

- 5.1. A Prize shall be granted to each Qualified Participant who has completed the Challenge in accordance with these Rules.
- 5.2. Each Qualified Participant is entitled to a maximum of 1 (one) Prize within the Challenge.
- 5.3. Prizes awarded within the Challenge differ depending on the Participant's country of residence. The type of Prize to which a Participant is entitled is determined by the Participant's country of residence indicated in the App before starting the Challenge.
- 5.4. The Material Prize is available only to Qualified Participants whose place of residence is located in one of the Material Prize Countries.
- 5.5. Participants whose place of residence is outside the Material Prize Countries are entitled to the Digital Prize.
- 5.6. If, despite classifying the Participant as residing in a Material Prize Country, shipment of the Material Prize proves impossible or excessively difficult for objective reasons, in particular legal, transport, or logistical reasons, Aether may grant such Qualified Participant the Digital Prize as an alternative prize.
- 5.7. To receive the Material Prize, the Qualified Participant must complete the Address Form after completing the Challenge.
- 5.8. The Material Prize will be delivered to the Qualified Participant's residential address indicated in the Address Form within 3 (three) weeks from the date the Address Form is completed.
- 5.9. The Digital Prize will be made available on the day of completion of the Challenge, to the Qualified Participant's e-mail address (as a login to Aether Digital Platform or another e-mail address provided in the App), in the form of an e-mail message with an attachment or a download link.
- 5.10. The Participant may not choose the type of Prize or request an exchange of the Material Prize for the Digital Prize or vice versa, subject to the provisions regarding objective impossibility of fulfilling the Material Prize.
- 5.11. Aether shall not be liable for inability to deliver a Prize due to reasons attributable to the Participant, in particular providing incorrect data, changes in the Participant's data of which Aether has not been informed, or failure to collect the Prize by the Participant.
- 5.12. Prizes shall be awarded and fulfilled in accordance with applicable tax laws. The value of each Prize shall not exceed PLN 200 gross. To the extent permitted by applicable tax laws, the Prizes shall benefit from tax exemptions provided for low-value prizes.

- 5.13. Participants are not entitled to exchange awarded Prizes for cash or for prizes of another kind.
- 5.14. The Prize being awarded may constitute income under applicable local tax laws. If required, the Qualified Participant is responsible for providing necessary information to Aether for the purpose of filing any and all required tax documents.
- 5.15. Any amendment to these Rules or termination of the Challenge by Aether shall not affect the rights of Participants who, before the effective date of such amendment or before the termination date, have met the conditions for obtaining the right to a Prize under these Rules. In such case, Aether shall provide the Prize in accordance with the rules applicable at the time the conditions were met.

6. PERSONAL DATA PROCESSING

- 6.1. Aether is the controller of the Participant's personal data.
- 6.2. The principles of personal data processing in connection with the use of the App and related services, including participation in the Challenge, are set out in the Privacy Policy and the Terms. These Rules do not replace or amend those documents and only supplement them to the extent specific to the Challenge.
- 6.3. For the purposes of operating the Challenge and automatically verifying completion requirements, the Participant is identified within Aether's systems primarily by technical identifiers linked to the use of the App and the Product, and by data on the Participant's Challenge progress within the App.
- 6.4. For the purpose of delivering the Digital Prize, Aether processes data necessary to provide it electronically, in particular the e-mail address assigned to the user account in the App.
- 6.5. In the case of Qualified Participants entitled to receive the Material Prize, Aether processes additional data necessary to deliver it ("**Shipping Data**"), provided by the Qualified Participant after completion of the Challenge in the Address Form, in particular: first and last name, delivery address (street, building/apartment number, postal code, city, country), e-mail address and phone number.
- 6.6. To the extent necessary to deliver the Material Prize (including handling returns or delivery-related complaints), the Shipping Data may be disclosed to carriers, logistics operators, and entities providing warehousing/packing and shipping services on behalf of Aether as service providers within the meaning of the Privacy Policy.
- 6.7. Providing Shipping Data is voluntary, however it is necessary to receive the Material Prize.
- 6.8. Personal data processed in connection with the Challenge are used solely to the extent necessary to: (i) verify completion of the Challenge, (ii) award and deliver Prizes, (iii) handle reports/complaints, and (iv) prevent abuse – each in accordance with the Privacy Policy and the Terms.
- 6.9. Due to the global nature of the Challenge and Aether's use of service providers and entities supporting Prize fulfillment (including logistics operators) located outside the European Economic Area ("**EEA**"), in some cases personal data may be transferred outside the EEA. In such case, Aether ensures that the transfer is carried out in accordance with the Privacy Policy and applicable data protection laws, in particular by applying appropriate safeguards such as EU Standard Contractual Clauses or other mechanisms permitted under the GDPR, and that the scope of disclosed data is limited to the minimum necessary to achieve the relevant purpose.

7. COMPLAINTS

- 7.1. The Participant has the right to submit a complaint regarding the course of the Challenge, verification of completion of the Challenge requirements, and the awarding or fulfillment of Prizes.
- 7.2. Complaints shall be processed in accordance with the complaint procedure set out in the Terms, in particular with respect to the form of submitting a complaint, the data required to process it and response timelines.
- 7.3. A complaint should include at least the identifier of the user account and a description of the objections raised, to enable efficient handling.
- 7.4. Submission of a complaint does not limit any rights of the Participant available under mandatory provisions of law.

8. MISCELLANEOUS

- 8.1. These Rules set out specific terms for the Challenge and supplement the Terms and the Privacy Policy. To the extent not regulated herein, the Terms and the Privacy Policy shall apply and in the event of any conflict, the Terms shall prevail.
- 8.2. These Rules shall be governed by Polish law. To the extent permitted by mandatory provisions of law, any disputes shall be resolved by the courts having jurisdiction over Aether's registered office.
- 8.3. Aether's liability related to the Challenge is regulated in the Terms, in particular regarding exclusions and limitations of liability, subject to mandatory provisions of law.
- 8.4. The current version of these Rules is available in the App.
- 8.5. Aether reserves the right to interrupt or cancel the Challenge and to introduce amendments to these Rules during the Challenge. Amendments shall enter into force on the day following publication of the amended Rules in the App.
- 8.6. Contact with Aether in matters related to the Challenge shall be made using the contact details indicated in the Terms.
- 8.7. Aether shall not be liable for failure or improper performance of obligations under these Rules caused by force majeure events beyond its control, including natural disasters, actions of public authorities, armed conflicts, supply chain disruptions, or failures of ICT infrastructure.
- 8.8. If any provision of these Rules is held invalid or ineffective, this shall not affect the validity of the remaining provisions.
- 8.9. These Rules do not exclude or limit any rights of Participants under mandatory provisions of law.
- 8.10. These Rules enter into force on the date of their publication in the App.