



Regulations of “POLMED” website

I. Definitions

The terms used in the Regulations shall have the following meanings:

1. **Regulations** – the regulations of “POLMED” website.
2. **Website** – website available at the address <https://polmed.pl> consisting among others of the following portals sectioned off by the Website Administrator (hereinafter referred to as “**the Portals**”):
 - a) **Patient Portal** – a separate part of the Website on which a Registered User, being a natural person, gains access to functions provided within the Patient Portal such as: a possibility of Booking a Medical Service, a possibility of concluding Agreement for the Provision of Medical Services, access to Medical Documentation Access service, access to a part of medical documentation. It should be noted that depending on the purchased Medical Service, Medical Services Package or Medical Care Package, the scope of functions provided via the Patient Portal can vary for particular Users.
 - b) **Employer Portal** – a separate part of the Website available for the entities which concluded a separate agreement with the Website Administrator guaranteeing access to the Employer Portal,
 - c) **Occupational Medicine Platform** – a separate part of the Website available for the entities which concluded a separate agreement with the Website Administrator granting access to the Occupational Medicine Portal,
 - d) **Insurance Agents Portal** – a separate part of the Website available for the entities which concluded a separate agreement with the Website Administrator granting access to the Insurance Agents Portal,
 - e) **Medical Partners Portal** – a separate section of the Website available for the entities which concluded a separate agreement with the Website Administrator granting access to Medical Partners Portal.
3. **User** – a natural person, a legal entity, or an organisational unit not being a legal entity which was granted legal capacity under special provisions, using the Website.
4. **Registered User** – a User who registered an individual Account on the Website with the use of individual E-mail address;
5. **Account Registration** – providing the User with the rights of access to a given Portal by the Website Administrator;
6. **Account** – a part of the Website dedicated to a given User allowing for the use of a given Portal;
7. **myID** – a tool used to confirm online identity in commercial and public services, the provider of which is the National Clearing House.
8. **Website Administrator or POLMED** – POLMED S.A. with registered seat in Starogard Gdański, os. Kopernika 21, 83-200 Starogard Gdański, entered into the register of entrepreneurs by the District Court Gdańsk-Północ, VII Commercial Division of the National Court Register [KRS] under KRS no.: 0000271013, share capital PLN 869870.00 fully paid-up, email kontakt@polmed.pl, phone 58 775 09 19.
9. **Use of Website Agreement**– an agreement concluded with a User who Registered an Account on the Website, including a right to use the Account.

10. **Newsletter Agreement** – agreement concluded with a User who expressed a consent to receive commercial information, within the meaning of the Act on the provision of services via electronic means, from the Website Administrator.
11. **Agreement for the Provision of Medical Services** – concluded between the Website Administrator and the User with the use of the Website’s functionality, can take the form of:
 - a) agreement, provided against payment, for performance of indicated Medical Service or Medical Services,
 - b) agreement, provided against payment, for performance of indicated set of Medical Services within defined package, hereinafter referred to as “**Medical Services Package, PUM**”),
 - c) agreement, provided against payment, for access to indicated Medical Services for the period indicated during conclusion of the Agreement for the Provision of Medical Services within defined package of medical care (hereinafter referred to as “**Medical Care Package, POM**”).
12. **Medical Service** – medical service described in the content of the Website which serves the purpose of prevention, maintaining, saving, regaining or improvement of health and other medical activities arising from treatment process or separate provisions regulating principles of their performing, consisting of a specified health procedure and reference tools of transformations, required to realise given health care service. Depending on its nature, Medical Service can also be provided remotely with the use of means of distance communication (tele-medical service). Medical Service can also be of a non-medical nature.
13. **Voucher** – a right in a form of generated code which entitles to purchase Medical Services with a discount of a Voucher or free of charge. The rights arising from a Voucher and the period of its validity are described in information contained in an E-mail provided by the Website Administrator to the User who purchased a Voucher. The rights arising from a Voucher can be transferred by its purchaser to any third party who may be a User within the meaning of the Regulations. The rights arising from a Voucher expire upon expiration of the Voucher’s validity period. The rights arising from a Voucher are one-off and expires once they are exercised.
14. **Medical Service Booking**– a function of the Website allowing the User to book a date for the purpose of using Medical Service, including under PUM or POM.
15. **Patient** – a natural person who concluded the Agreement for the Provision of Medical Services (including with the use of Voucher) as well as the person being a patient of POLMED on grounds other than the Agreement for the Provision of Medical Services.
16. **Medical Documentation Access Service** – a service offered to Patients allowing for medical documentation access, in particular access to some results of examinations via the Website.
17. **Service Performer** – an authorised natural person performing a Medical Service for the benefit of the Patient, in particular a physician or other member of medical personnel of the Service Provider.
18. **Service Provider** – a health care entity realising a Medical Service; The Service Provider can be POLMED or other entity with which POLMED concluded a separate cooperation agreement.
19. **Force Majeure** – an event that is beyond control of the Parties or the Patient, preventing the Parties or the Patient from fulfilling their duties; in particular, acts of war (regardless of whether war was declared or not), riots, commotion, strikes, lockouts or infringement of the public order as well as acts of nature such as, in particular, flood, earthquake, temperature, rainfall or other weather conditions preventing proper performance of duties, as well as epidemics.
20. **Act on the provision of services via electronic means**– the Act of 18 July 2002 on provision of services via electronic means.
21. **Consumer** – a natural person using the Website for the purposes not directly connected with its economic or professional activity, and in the scope of a right to withdraw from the agreement – also a natural person concluding an agreement directly connected with its business activity, when from the content of such agreement it arises that it is not of a professional nature for this person, arising in particular from the subject of the performed economic activity, provided based on the provisions of the Central Register and Information on Economic Activity [CEIDG].

22. **Civil Code** – the Civil Code Act of 23 April 1964.
23. **Consumer Rights Act** – the Consumer Rights Act of 30 May 2014.
24. **TCOP or Patient Service Call Center** – a service of voice call with the personnel of the Website Administrator under number indicated on the Website.
25. **Ask the Doctor** – functionality of the Service made available on the Patient Portal to all patients or those selected by the Service Administrator.

II. General provisions

1. These Regulations stipulate the rules of using the Website and the provision of services via electronic means via the Website.
2. The Website is run by the Website Administrator.
3. These Regulations determine in particular:
 - basic functionalities of the Website,
 - minimal technical requirements allowing to use the Website,
 - rules of registering and using the Account,
 - rules of concluding Medical Services Agreements via the Website,
 - rules of providing Medical Documentation Access Service via the Website,
 - rules of providing Access Service to Electronic Medical Documentation via the Website,
 - mode of complaint procedure,
 - rules of personal data protection policy,
 - rules of amendment of the Regulations.
4. Minimal technical requirements allowing to use the Website are as follows:
 - computer or other equipment with access to the Internet;
 - having individual electronic mail and access thereto;
 - web browser: Mozilla Firefox version 56.0 or newer with JavaScript and cookies enabled; or Google Chrome version 61.0 or newer, Opera version 38, Edge, Safari 11,
5. Users may obtain access to the Regulations at any time via link located on homepage of the Website and may download it at <https://polmed.pl/regulamin/> and make a printout.
6. Information provided on the Website pertaining to Medical Services, Medical Services Packages and Medical Care Packages as well as pertaining to other goods or services available for purchase via the Website constitute invitation to conclude an agreement within the meaning of art. 71 of the Civil Code, and do not constitute offer within the meaning of art. 66 § 1 of the Civil Code.
7. The Website Administrator uses endeavours so that the Users have a possibility to use all functionalities of the Website without interruption; however, it reserves a possibility of temporary suspension of functioning of some or all functionalities of the Website for the purpose of conducting its maintenance, update or repairs.
8. The Website Administrator uses endeavours so that all functionalities of the Website work properly. However, the Website Administrator shall not be responsible for irregularities in the operation of the functionalities of the Website. This provision does not limit the rights of the Consumers arising from applicable provisions of law.
9. The Website Administrator may organise (individually or jointly with other entities) competitions, promotions, and games for all or some of the Users. The terms and conditions of such competitions, promotions and games shall be specified in separate regulations available on the Website.
10. All graphical elements, technical solutions, and other elements of the Website, in particular HTML and XHTML codes, CSS, JavaScript scripts, and multimedia links as well as computer programs

provided via the Website are subject to legal protection in terms of copyrights to which the Website Administrator or other entities are entitled.

11. The User has no right to copy or record elements of or the entire Website in any manner and in any form with the exception of the elements the copying or recording of which was clearly allowed by the Website Administrator.
12. The User acknowledges that the materials published on the Website, in particular in a form of articles may contain errors. The Website Administrator shall not be responsible for the consequences resulting from the Users' application to the contents of materials published on the Website as well as for their accuracy and completeness. In particular, the materials published on the Website are neither a medical advice nor a diagnosis. This provision does not limit the rights of the Consumers arising from applicable provisions of law.
13. The Website Administrator reserves a possibility to introduce new functionalities to the Website, to modify the existing functionalities or to remove them. Such changes require amendment of the Regulations but only in the scope in which they change rights or obligations of the Users or the Website Administrator.
14. A specific risk connected with using services provided via the Website via electronic means is a possibility of unauthorised persons to obtain access to data transmitted via the network or data kept on computers attached to the network and interfering with such data which may cause, in particular, their loss, unauthorised change or inability to use services offered with the use of the Website. Such effects can also be caused by unintended installation of malware. The Website Administrator does not recognise other particular risks connected with the use of services via electronic means.
15. Remote agreements described with the provisions of these Regulations are considered as concluded upon confirmation of their conclusion by the Website Administrator, in particular by sending an e-mail to the User with a relevant confirmation, unless the content of a given agreement states otherwise, including these Regulations.

III. Basic Rules of Using the Website

1. The Users can open an individual Account on the Website via Account Registration on the Website (registration).
2. Registration takes place by filling in and accepting the registration form provided on the Website in which the User must provide data marked as required and click on the activation link sent by the Website Administrator to the **E-mail address** provided by the User during registration. Activation link is valid for the period indicated in the E-mail in which it was sent.
3. A requirement of the registration is expressing a consent for the content of the Regulations and providing data marked as obligatory. The User is obliged to provide complete and correct data.
4. Activation of the Account takes place after clicking a link received at the E-mail address within a specified time. Password shall consist of at least 8 characters, lowercase and uppercase letter, number and special character such as (!@#\$%^&*) – number as well as a special character are required. The password shall be known only by the User.
5. The Website Administrator can deprive the User of a right to use the Website via his/her Account as well as limit access to a part or entire resources of the Website with immediate effect if the User infringes the Regulations, in particular when the User:
 - during registration on the Website, provided false, inaccurate, outdated, or misleading data, or data infringing rights of third parties;
 - infringed personal rights of third parties via the Website, in particular personal rights of other Users,
 - committed other acts inconsistent with applicable provisions of law, decency or principles of community life, or acts infringing reputation of the Website Administrator, its employees, co-workers or contractors.
6. A person deprived of a right to use the Website cannot re-register without prior consent of the Website Administrator.

7. While using the Website, the User is obliged, in particular:
 - not to deliver and provide content prohibited by the provisions of law,
 - not to undertake actions such as sending or placing unordered commercial information on the Website,
 - to use the Website in a manner that doesn't interfere with its functioning,
 - to use all the content placed on the Website only in the scope of personal use,
 - to use the Website in a manner compliant with all applicable provisions of law and provisions of the Regulations.
8. While registering on the Website, and also while using the Website in any manner, the User accepts the Regulations and in particular, provisions of a contractual nature regulating the relationship between the User and the Website Administrator, and undertakes to observe the law while using the Website, and in particular to observe proprietary copyrights and rights arising from registration of inventions, patents, trademarks, utility models and industrial models of other persons and also to respect personal rights of third parties and the Website Administrator, and to respect decency.
9. The Use of Website Agreement within the meaning of the Regulations is concluded with the User via registering a User's account.
10. At any time, each User may cease to use services in the scope of using the Website by leaving the Website. At any time, a Registered User may terminate the Website use agreement by terminating the Website use agreement by sending an E-mail to address it@polmed.pl with the stipulation that lack of the Account may prevent full use of the Services.
11. Registered Users shall be notified about amendment of the Regulations via E-mail. If they do not consent for the amendments, they have 14 days, from the day of notification, to terminate the Website use agreement via liquidation of the Account or termination within the period indicated in the Regulations.
12. The newsletter agreement is concluded with the User for indefinite period of time and each party may terminate it at any time with immediate effect.
13. The Users who concluded newsletter agreement are notified about amendment of the Regulations in the scope of newsletter service also via E-mail. If they do not consent for the amendments, they have 14 days from the day of notification to terminate newsletter agreement by termination within the period indicated in the Regulations.
14. A dedicated Internet messenger is available on the website, allowing for communication (by exchange of text messages) with the personnel of the Administrator in specific cases connected among others with the use of the Website.
15. Termination of Website use agreement does not deprive the User and, accordingly, the Patient, from the right to use services purchased based on the Agreement for the Provision of Medical Services. The Website is only one of the channels allowing to manage these agreements by the User and, accordingly, the Patient.
16. The Website Administrator and persons realising Medical Services on its behalf have a right to refuse the performance of Medical Service for a person who does not comply with safety rules applicable at the place of its performance, described on the Internet at <https://polmed.pl/przewodnik-pacjenta/zasady-bezpieczenstwa-w-centrach-medycznych-polmed/>.
17. The Service Administrator may make the functionality "Ask the Doctor" available to all or selected Patients logged into the Patient Portal. This functionality serves as a special communicator for the patient's communication with the primary healthcare physician to obtain short and general information regarding health protection. "Ask the Doctor" is not intended for the provision of healthcare services and does not constitute an online doctor consultation within the meaning of separate regulations. "Ask the Doctor" does not replace consultations with a primary healthcare physician or a specialist doctor. The responding doctor has access to the Patient's personal data and their Medical Documentation. The availability of doctors managing "Ask the Doctor" is limited; therefore, the Service Administrator does not guarantee such availability at all times for every Patient.

IV. Procedure of concluding Agreements for the Provision of Medical Services and for the purchase of a Voucher

1. Conclusion of the Agreement for the Provision of Medical Services which are not provided within Medical Services Package or Medical Care Package does not require the Account.
2. Conclusion of the Agreement for the Provision of Medical Services provided under PUM or POM requires an Account. Conclusion of the Agreement for the Provision of Medical Services under POM requires also the acceptance of the content of the medical services agreement in the medical care package provided to the User in the process of concluding the relevant Medical Services Agreement.
3. In order to conclude the Agreement for the Provision of Medical Services, while using the Website the User shall select Medical Services which are not marked as “unavailable” and undertake further technical actions based on displayed messages and information available on the Website.
4. Once the User using the Website provides all indispensable data, a summary of the subject of the Agreement for the Provision of Medical Services will be displayed.
5. For the purpose of conclusion of the Agreement for the Provision of Medical Services, the User must provide data, including personal data, allowing for a contact and marked as required by the Website Administrator.
6. Conclusion of the Agreement for the Provision of Medical Services in a form of Medical Services Package or Medical Care Package entitles the User to use Medical Services which were described in information regarding given Medical Services Package or Medical Care Package at the moment of conclusion of the Agreement.
7. In situations permitted by the Administrator, while concluding the Agreement for the Provision of Medical Services, the User may indicate that a Patient entitled to use Medical Services shall be another indicated natural person (other than the User). Neither the User nor the indicated person can later transfer the rights to use Medical Services to another person without a consent of the Website Administrator.
8. If given Agreement for the Provision of Medical Services stipulates that Medical Services can be used by other Patients (including also the User), the User concluding the Agreement for the Provision of Medical Services is obliged to indicate data of the remaining persons authorised to use Medical Services. Depending on a type of Medical Service, or on the Patient, the Website Administrator may require from the Patient to have individual Account on the Website. A change of persons authorised to use Medical Services requires a consent of the Website Administrator.
9. Sending a confirmation of the Website Administrator to the E-mail address provided by the User constitutes the moment of concluding the Agreement for the Provision of Medical Services.
10. The Agreement for the Provision of Medical Services not concluded under Medical Services Package or Medical Care Package is concluded for the period of performing given Medical Service.
11. The Agreement for the Provision of Medical Services concluded under Medical Services Package is concluded for the duration of performing Medical Services included in a given Package. However, if the User fails to Book Medical Services included in Medical Services Package within deadline stipulated by the content of a given Agreement for the Provision of Medical Services from its purchase, the right to use unused Medical Services shall expire. If the User is unable to use Medical Service by fault attributable to the Website Administrator, the Website Administrator shall reimburse the User with the cost of purchased Medical Service in proportion to the value of Medical Services unused due to this reason.
12. The Agreement for the Provision of Medical Services concluded under Medical Care Package is concluded for a specified period described in the content of a given agreement provided to the User in the form of a separate document. As of the end of a day indicated as the last day of validity of POM, the right to use Medical Services under POM shall expire.
13. The Website Administrator reserves a possibility to contact the User via electronic mail or telephone for the purpose of confirming the conclusion of the Agreement for the Provision of Medical Services or explaining uncertainties. Lack of a possibility to contact the client or to explain doubts entitles the Website Administrator to withdraw from the Agreement for the Provision of Medical Services.

14. The provisions pertaining to conclusion of the Agreement for the Provision of Medical Services shall apply to conclusion of a Voucher Purchase Agreement unless the Regulations state otherwise. Voucher is transferred to the User who purchased it, in an E-mail form to the E-mail address of the User indicated during purchasing a Voucher.

VI. Prices and methods of payment

1. Prices of Medical Services are provided in Polish zloty and are gross prices, that is, they contain all components, including VAT in the amount arising from applicable provisions.
2. For the ordered services, the User may select forms of payment, provided by the Website Administrator. To make payment in advance, the User shall observe information provided by the Website Administrator or operator of given payment. In the case of payments made via payment operator, the User is obliged to observe the regulations of providing services via such operator.
3. In the case of POM, the Website Administrator may provide payment option by financing POM price by a creditor ("creditor") indicated by the Website Administrator in a form of a consumer credit (linked credit). The Creditor is an entity independent from the Website Administrator. The Website Administrator is not a party to the credit agreement.
4. The User who has rights to a Voucher can use it during payment for a Medical Service if given Voucher entitles to a relief or discount in the event of purchasing given Medical Service and if its validity period has not expired.
5. Each Agreement for the Provision of Medical Services is confirmed with the use of individual E-mail message transferred to the E-mail address provided during the process of conclusion of the Medical Services Agreement. At the User's request, VAT invoice is issued. It is sent to the User only to the E-mail address provided during the process of conclusion of the Medical Services Agreement.

VII. Medical Services Booking

1. Using the option of Medical Services Booking takes place during conclusion of an agreement requiring such booking or at later date via the Website, personally or with the use of TCOP (number provided on the Website).
2. In order to Book Medical Services, the User selects one of available dates indicated on the Website and approves. The Website Administrator forewarns that the booked date may be changed with respect to the selected hour, i.e. the visit or examination may be delayed due to the individual approach of the staff to the patient and greater than initially assumed time consumption of examinations, treatments, consultations, etc. performed earlier on a given day.
3. The User receives a confirmation of Medical Service Booking to the E-mail address provided during conclusion of the Agreement for the Provision of Medical Services or registration of the Account, immediately after concluding Sales Agreement and paying for it.
4. The Website Administrator may contact the User via telephone for the purpose of providing data entitling to use services or confirming date of Medical Services Booking. In the event of inability to contact the User for the next 24 hours, the Website Administrator is entitled to cancel Medical Service Booking.
5. During Medical Service Booking, the User undertakes that the Patient shall appear on the determined date for the purpose of using the Medical Service. The User is obliged to immediately notify the Website Administrator in a manner described in the section above about each case of the Patient's failure to appear on the date determined during Medical Service Booking.
6. The User may cancel booking by using one of the methods below:
 - a) online, by selecting a window about cancellation of a visit on the User's Account,
 - b) via telephone, by calling to TCOP (number provided on the Website),
 - c) by sending an E-mail to the address rezerwacja@polmed.pl,

- d) by replying to the text message sent for the purpose of confirming the appointment (option available for selected groups of patients, cancellation instructions are found in the received text message confirming the appointment).
7. The User acknowledges that the provision of some Medical Services can require earlier preparation (for instance, arrival of the Patient on empty stomach on the day of examination) or delivering adequate information (for instance about the Patient's allergies). In the event of the Patient's failure to observe the conditions of providing Medical Services, the Service Provider or the Service Performer are entitled to refuse the provision of Medical Service.
8. If non-performance of Medical Service takes place due to the following reasons:
 - a) lack of contact for the purpose of confirming Medical Service Booking, by fault of the User or the Patient,
 - b) non-appearance by the User or the Patient on the date of Medical Service Booking,
 - c) appearance of the User or the Patient for the purpose of using Medical Service in a condition preventing its performance (for instance, after consumption of alcohol) or without necessary preparation or without having necessary information and documents,
 - d) action of the User or the Patient that prevents performance of Medical Service (for instance, not conforming to the instructions of the Service Performer),the User shall not be entitled to reimbursement of price for Medical Service.
9. In the event of occurrence of an obstacle in realisation of Medical Service within deadline arising from Medical Service Booking due to reasons by fault of the Website Administrator, the Service Provider, or the Service Performer or due to Force Majeure, the Website Administrator may offer the User with an amendment of the deadline of Medical Service Booking or the Service Performer. If the User agrees, a new deadline of Medical Service Booking shall be effective between the Parties.
10. In the event of at least threefold absence on a booked visit with simultaneous absence of cancellation of Medical Services Booking by the same User within subsequent 6 months, the Website Administrator shall be entitled to block a possibility of Medical Services Booking until explanation of doubts regarding such cancellations.
11. Each User who concluded Agreement for the Provision of Medical Services is entitled to four Medical Services Bookings via the Website in one month, counted from first to last day of a given month. Additionally, such User may book only one Medical Service (visit) per week with a physician of the same specialisation via the Website. Bookings which were cancelled 24 hours prior to determined deadline are not counted to the limits. After exceeding the aforementioned limit of Bookings, the User may use telephone booking with the use of TCOP (number provided on the Website).

VIII. Medical Documentations Access Service

1. Medical Documentations Access Service, in particular in the field of test results, is available for Medical Services and Service Providers selected by the Administrator of the Website. The change of the scope of Medical Services or Service Providers covered by Medical Documentations Access Service does not require changes to these Regulations.
2. Medical Documentations Access Service is provided via the Patient Portal - after submitting an application for authorization and verifying the identity at the reception of the POLMED Medical Center or after the User is authenticated with the use of myID tool.
3. Test results covered by Medical Documentations Access Service are made available in the manner described above immediately after they are obtained.
4. As part of Medical Documentations Access Service, the User may gain access to medical records created after the date when access is obtained. This access does not constitute providing medical records within the meaning of the Act on Patient Rights and Patient Ombudsman and it in no way limits the rights of patients under the above-mentioned Act to obtain access, copies and excerpts of medical records.

IX. Responsibility

1. The Website Administrator is responsible for the inability to use a Medical Service if such inability is caused by circumstances for which the Website Administrator, Service Provider or Service Performer is to blame. The Website Administrator is not responsible for the inability to use a Medical Service, in particular if:
 - the inability to use the Medical Service arose as a result of Force Majeure,
 - the inability to use the Medical Service arose as a result of improper operation of Internet network providers or mobile telephony services, not attributable to the Website Administrator, Service Provider, Service Performer,
 - the inability to use the Medical Service arose as a result of malfunction of the devices used by the User or Patient, through no fault of the Website Administrator, Service Provider or Service Performer.
2. The Website Administrator makes every effort to ensure the greatest possible availability of Service Performers, in particular specialist doctors, but does not guarantee the availability of Service Performers on dates planned by the User or Patient. The availability of Medical Services is updated on the Website on an ongoing basis.
3. The website contains links to other websites. The Website Administrator provides these links to Users only for the convenience and information purposes. Due to the fact that the Website Administrator has no control over the content of other websites, the Website Administrator is not responsible for the availability of these separate websites, their content, advertisements, products and other materials made available within them (this also applies to social networks).
4. The Website Administrator shall not be liable for the consequences of the User disclosing the username and password to the Account to third parties, not being caused by the Website Administrator's fault, or for the consequences of improper protection of this data allowing for their obtaining and use by third parties.

X. The right to withdraw from the Agreement by the User who is a Consumer

1. The provisions of this Chapter X apply to the following agreements:
 - Agreement for the Use of the Website,
 - Agreement for a Newsletter,
 - Agreement for purchasing a Voucher,
 - Agreements for the Provision of Medical Services individually or in the form of a Medical Services Package or in the form of a Medical Care Package (hereinafter in this chapter collectively referred to as the Agreement for the Provision of Medical Services).
2. The User who is a Consumer who concludes the agreement indicated in point 1 above at a distance has the right to withdraw from the agreement without giving reasons within 14 days from the date of receipt of the confirmation of the conclusion of a given contract via e-mail.
3. The notification of the intention to withdraw from the agreement indicated in point 1 above takes place by means of a declaration, which must be made within 14 days from the day indicated in point 2 above, with the proviso that withdrawal from the Contract for the Provision of Medical Services with the indicated execution date may not take place later than on the day preceding the execution date.
4. The Website Administrator encourages to use the prepared form of withdrawal from Agreement constituting Appendix No. 1 to these Regulations. The consumer is entitled to withdraw from the

Agreement in a form other than the form referred to in the preceding sentence. However, following the form given is advisable and will facilitate the process of withdrawal from the Agreement.

5. In case of a paid agreement referred to in point 1 above, the payment for reimbursement will be sent within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Agreement to the bank account provided in the return form, and in case of lack of information about the bank account number in the statement - by the same method as the payment was made. If there is no bank account given, payment will be made by transfer to the Consumer's bank account from which the price was paid, and in case of lack of such an account - the Website Administrator will make efforts to contact the Consumer to determine the method of return. A possible refund will be reduced by the price list cost of performing health services provided to the Consumer until the moment of withdrawal, and in the case of situation where the withdrawal from the Contract for the Provision of Medical Services (single) occurred less than 24 hours before the booked date of its provision, a possible refund will be reduced by the reasonable cost incurred by the Website Administrator in order to prepare for the provision of the relevant service.
6. The consumer is not entitled to withdraw from the Agreement in relation to Agreements:
 - the provision of services for which the Consumer is obliged to pay the price, if the Website Administrator has fully performed the service with the express and prior consent of the Consumer, who was informed before the commencement of the service that after the provision of the service by the Website Administrator, he would lose the right to withdraw from the contract, and the Consumer has acknowledged it;
 - for the delivery of digital content not delivered on a tangible medium, for which the Consumer is obliged to pay the price, if the Website Administrator has started the service with the express and prior consent of the Consumer, who was informed before the start of the service that after the service is provided by the Website Administrator, he would lose the right to withdraw from the contract, and acknowledged it, and the Website Administrator provided the consumer with confirmation of the conclusion of the Agreement for the supply of digital content;
 - in other cases provided for by the provisions of the Act on Consumer Rights.
7. The User agrees that the service in the form of using the Voucher is provided in full before the expiry of the time for withdrawal from the Agreement indicated in point 1 above. The service is performed at the time of using the Voucher and at this moment the Consumer loses the right to withdraw from the Agreement indicated in point 1 above, which the User acknowledges.
8. By concluding the Agreement for the Provision of Medical Services, the User requests the commencement of the performance of the Agreement before the deadline for withdrawing from the Agreement for the Provision of Medical Services, and also requests the performance of this Agreement before the deadline for withdrawing from the Agreement, and acknowledges the information about the loss of the right to withdraw from Contract for the Provision of Medical Services upon its full performance by the Website Administrator. Therefore:
 - after the Service Administrator has fulfilled the ordered service, the User who is a Consumer loses the right to withdraw from the Contract for the Provision of Medical Services from the moment of its full performance, and
 - The User is obliged to pay for the services provided until the withdrawal from the Agreement for the Provision of Medical Services.

XI. Complaints

1. All complaints regarding technical aspects of functioning of the Website should be reported to the following address: it@polmed.pl. The complaint should contain the reason for the complaint.

2. All other complaints related to the use of Medical Services should be sent to the following address: it@polmed.pl or provided by phone 58 775 95 99. The complaint should contain the reason for the complaint.
3. The Website Administrator also allows other methods of submitting complaints than those indicated in paragraphs 1 and 2 above.
4. The Website Administrator will consider complaints within 14 calendar days from the effective date of their submission.

XII. Personal Data

The rules for collecting and processing personal data of Users, Service Beneficiaries and Patients are contained in the Privacy Policy which constitutes Appendix No. 2 to these Regulations and Information Clause regarding processing personal data which constitutes Appendix No. 3 to these Regulations.

XIII. Final Provisions

1. In matters not covered by these Regulations, the relevant provisions of Polish law shall apply.
2. These Regulations shall apply as binding since April 9, 2024.
3. The Website Administrator may amend the Regulations for important reasons. Changes may result from technological, legal, economic or organizational changes of the Website Administrator's business, as well as changes in the structure or content of the Website or the Website Administrator's offer. Any changes to the Regulations will be communicated to the Users on the Website and will become effective from the moment Users are notified of the changes, by publishing the Regulations with the new content on the Website, with notification of the content of the changes.
4. The amendment to the Regulations does not affect the rules of execution of Sales Agreements concluded before the amendment entered into force.
5. In situations where these Regulations are part of a separate agreement binding the Website Administrator, in the event of a conflict of the provisions of the Regulations with the provisions of this agreement, including its other annexes, the provisions of this agreement and its other annexes shall prevail.

Appendix 1:

The content of the consumer's statement on withdrawal from the contract

Address:

POLMED S.A.
os. Kopernika 21, 83-200 Starogard Gdański
email: odstapienie@polmed.pl

I / We (*) hereby inform about my / our withdrawal from the contract of sale of the following items (*) contract for the supply of the following items (*) contract for specific work consisting in the performance of the following items (*) / provision of the following service (*)

Date of conclusion of the contract (*) / receipt (*)

Name and surname of the consumer(s)

Address of the consumer(s)

Transfer details, bank account number

I / we undertake to sign any correction of the invoice and send it back to the address [__].

Date and signature

* - delete as appropriate

Appendix No. 2

POLMED Privacy Policy

Pursuant to Art. 13 sec. 1 and sec. 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on data protection), hereinafter referred to as GDPR, we would like to inform you that we process your personal data for the purposes of the functioning of our website, in accordance with the information provided below.

The Privacy Policy is a set of rules aimed at informing Website Users and Medical Services Patients about all aspects of obtaining, processing and protecting personal data, provided while visiting the Website and when using Medical Services. Each User and Patient accepts these principles of the Privacy Policy when concluding the relevant Agreement or when commencing its performance.

The Privacy Policy is an integral part of the Regulations of the POLMED Website and all terms, unless otherwise defined in the Privacy Policy, have the meanings given to them by the Regulations.

General provisions

The administrator of your personal data is the Website Administrator, i.e. POLMED S.A. with the registered office in Starogard Gdański, os. Kopernika 21, 83-200 Starogard Gdański, entered into the Register of Entrepreneurs by the District Court Gdańsk-Północ, 7th Commercial Division of the National Court Register, under KRS number: 0000271013, share capital PLN 869,870.00, fully paid up (hereinafter also referred to as the "**Administrator**").

You can contact the Administrator electronically: daneosobowe@polmed.pl or by sending correspondence to the Administrator's address in all matters related to the processing of your personal data, also in case of doubts as to your rights.

For what purposes and on what basis do we process your personal data?

If, when visiting the pages of the Website, you decide not to set up an account on the Website or contact us via the contact forms or instant messaging available on the Website, we do not process any information about you, except for your IP address. Storing your IP address is necessary for technical reasons related to the administration of our servers. Your IP address will also be used by us to collect general, statistical information about you (e.g. about the place from which you connect to the Website). However, we are not able to identify you based on your IP address alone.

The data collected when using the contact forms or messengers available on the Website are processed in order to answer the submitted question. These data will be deleted after the end of communication with you, unless there is another legal basis for their processing. The legal basis for the processing of your personal data is your consent. Providing personal data is necessary to consider your inquiry.

The personal data that you provide in the registration form when creating an Account on the Website will be processed in order to create your profile, organize the exchange of information between you and the Administrator, Service Provider and Service Performers on the terms set out in the Regulations, and also - if you submit a complaint - for its consideration. The legal basis for processing of your personal data is the Agreement for the Provision of Medical Services, Agreement for the Use of the Website, Agreement for the newsletter, agreement for the purchase of a Voucher or Agreement for the Service of Access to Medical Documentation concluded with the Administrator. Providing personal data is necessary to conclude a given contract. Refusing to provide them or providing incorrect data will make the use of the services in question impossible.

Your personal data may also be processed for the purpose of establishing, defending or pursuing claims. The basis for the processing of your personal data for this purpose is our legitimate interest in protecting the Administrator's rights in court or administrative proceedings.

If you decide to use the Medical Services or the Medical Records Access Service, we will also process your health data. The legal basis for the processing of your personal data is your consent when concluding the relevant contract.

By accepting this Privacy Policy, you agree that your personal data, including data regarding your health condition, including your medical records, are transferred to Service Providers and Service Performers - in order to ensure the possibility of providing medical services; including Service Providers and Service Performers other than Service Providers or Service Performers who previously provided Medical Services to you, if it is necessary to maintain the continuity of providing Medical Services.

The entity responsible for the preparation and storage of your medical records is the Administrator.

Where and how do we obtain your personal data?

The Website Administrator processes your personal data obtained directly from you or from other Service Providers and Service Performers.

What categories of your personal data do we process?

Depending on the relationship between you and the Seller, the Website Administrator may process the following categories of personal data, in particular:

- personal data (eg. first name and surname),
- contact data (eg. telephone number, correspondence address),
- identification data (eg. Personal Id No, IP No),
- contract data (eg. details of contracts concluded),
- behavioral data (eg. data relating possessed products or services and how they are going to be used),
- communication data (eg. data of communication conducted with you),
- medical data regarding your health condition provided by you or the Contractor (e.g. medical opinions, test results).

How long are my personal data kept?

We will process your personal data resulting from the conclusion of the contract, performance of the service or warranty/guarantee for the period in which claims related to this contract may appear, i.e. for 6 years + 12 months from the end of the year in which the contract was performed. We explain that the above-mentioned period of 6 years is a possible limitation period for your claims. We have extended this period by additional 12 months in the event of last-minute claims or problems with delivery, and the counting from the end of the year is used to determine one data deletion date for contracts ending in a given year.

The data processed for the purposes of marketing, including direct marketing of our products and services, will be processed until you submit an objection or until your consent is withdrawn, no longer than 3 years from your last contact with us.

We store data processed for tax and accounting purposes and for filing purposes for 6 years from the end of the year in which the provision of services ended.

We store data contained in medical records for the periods resulting from the currently applicable law regulating these issues.

The possible recipients of your personal data (except for the Administrator) are:

- entities competent for a given stage of contract implementation, i.e. entities entrusted with data processing by the Website Administrator, i.e. entities operating the electronic payment system, postal service providers, entities which organize and guarantee providing Medical Services and which have contracts for the provision of services with the Administrator, in particular natural or legal persons that are entities performing medical activities in accordance with the provisions of

the Act on medical activities, entities providing accounting services, entities organizing and providing IT services for the Seller or the Website Administrator,

- persons cooperating with the Website Administrator on the basis of a civil law contract or employment contract,
- entities providing advisory and control services, e.g. audit companies,
- entities with which the Website Administrator is related by capital or personally, responsible for the performance of contractual obligations and those resulting from legal provisions.

The Website Administrator does not sell, transfer or rent personal data of Website Users to other entities, natural persons or institutions. The exception to this rule may only take place with the express consent or at the request of the User.

The Website Administrator, in the interest of the security of the Website Users' data, allows their personal data to be modified or deleted from the Website's database. Data modification or deletion may be reported to the following address: daneosobowe@polmed.pl.

What rights do you have regarding your personal data?

You have the right to access your personal data and the right to request correction, deletion and limitation of processing.

Depending on the specific circumstances of the processing activity, certain conditions or restrictions may apply. We may be subject to certain legal obligations which do not allow us to delete your data immediately. Such obligations result from regulations on prevention of money laundering practises and financing of terrorism as well as from accounting regulations.

To the extent where the basis for the processing of your personal data is the premise of the legitimate interest of the Administrator, you have the right to object to the processing of your personal data. In particular, you have the unconditional right to object to the processing of your personal data for direct marketing purposes.

To the extent where the basis for the processing of your personal data is consent, you have the right to withdraw consent at any time. Withdrawal of consent does not affect the lawfulness of the processing which was carried out on the basis of consent before its withdrawal. You can withdraw your consent by contacting us at the following address: daneosobowe@polmed.pl.

To the extent where your data are processed in order to conclude and perform a contract or processed on the basis of consent - you also have the right to transfer personal data, i.e. to receive your personal data from the administrator, in a structured, commonly used machine-readable format. You can send the data to another data administrator. The right to transfer data does not apply to data that are company secrets. You also have the right to lodge a complaint with the supervisory body dealing with personal data protection.

In case of concluding a contract or transaction, providing personal data is necessary for their implementation. Providing personal data is voluntary but also necessary for the Administrator to provide services on the Website. The consequence of not providing the above-mentioned personal data is that the Administrator will not be able to provide services, if providing personal data is necessary for their provision.

Cookie files

1. Cookies are used on the Service's pages.
2. The Service does not automatically collect any information, except for information contained in the cookie files.
3. Cookie files (so-called "cookies") are computer data, especially text files, that are stored on the Service User's device and intended for use with the Service's websites. Cookies contain the name of the website they come from, the duration of their storage on the User's device, and a unique number.
4. We use cookies to personalize content and ads, to offer social media features, and to analyze traffic on the Service's pages. Information on how the User uses the Service may be shared with

social, advertising, and analytical partners by the Service Administrator. Partners may combine this information with other data received from the User or obtained through their services.

5. The entity placing cookies on the Service User's device and accessing them is the Service Administrator.
6. Some cookies are placed on the Service's pages by third-party services. The User's consent is required for this type of cookies. At any time, the User can check the status of their cookies settings on the Service page and withdraw their consent in the Cookie Declaration on our page (by clicking on the widget placed on the page) and in the Cookies Policy.
7. Cookies are used for:
 - adapting the content of the Service's web pages to the User's preferences and optimizing the use of web pages; in particular, these files allow recognizing the Service User's device and properly display the website, tailored to their individual needs,
 - creating statistics that help understand how Service Users use web pages, which allows improving their structure and content,
 - security and maintaining the Service User's session (after logging in), thanks to which the User does not have to re-enter their login and password on every subpage of the Service.
8. The Service uses two basic types of cookies: "session cookies" and "persistent cookies". "Session cookies" are temporary files stored on the User's device until logging out, leaving the website, or disabling the software (web browser). "Persistent cookies" are stored on the User's device for the time specified in the cookies parameters or until they are deleted by the User.
9. The following types of cookies are used within the Service:
 - Necessary: Necessary cookies contribute to the usability of the website by enabling basic functions such as page navigation and access to secure areas of the website. The website cannot function properly without these cookies.
 - Statistics: Statistical cookies help website owners understand how different users behave on the site, by collecting and reporting anonymous information.
 - Preferences: Preference cookies allow the site to remember information that changes the way the site looks or functions, such as the preferred language or the region in which the user is located.
 - Marketing: Marketing cookies are used to track users' behavior on websites. The aim is to display ads that are relevant and interesting for individual users, and therefore more valuable for publishers and third-party advertisers.
 - Unclassified: Unclassified cookies are cookies that are in the process of classifying, along with the providers of individual cookies.
10. In many cases, software for browsing websites (web browser) by default allows storing cookies on the User's device.
11. The User can also make changes to cookies settings using the settings of the web browser. Detailed information about the possibilities and ways of handling cookies is available in the settings of the web browser used by the User. By using the available functions in the web browser, the User can delete cookies at any time. The Service Operator informs that restrictions on the use of cookies may affect some functionalities available on the Service's web pages.
12. Cookies placed on the Service User's device may also be used by advertisers and partners cooperating with the Service Operator.
13. More information about cookies is available in the "Help" section in the web browser's menu.

Appendix no. 3:

Information clause pertaining to personal data processing

Pursuant to art. 13 of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on protection of natural persons in connection with personal data processing and on free movement of such data and on repealing directive 95/46/EC, hereinafter referred to as "GDPR", we inform that:

1. The administrator of your personal data within the meaning of art. 4, point 7 GDPR, provided in connection with conclusion and performance of the Agreement for the Provision of Medical Services and a Use of Website agreement as well as other agreements concluded via the Website is POLMED S.A. with registered office in Starogard Gdański, os. Kopernika 21, 83-200 Starogard Gdański, entered into the register of entrepreneurs by District Court Gdańsk-Północ VII Commercial Division of the National Court Register [KRS] under KRS no.: 0000271013, share capital PLN 869870.00 fully paid-up, hereinafter referred to as "the Administrator".
2. The Administrator is entitled to process your personal data for the purpose of:
 - correct performance of the agreement – the basis for the processing is indispensability of the processing for the purpose of conclusion and performance of this agreement (art. 6, section 1b GDPR),
 - for the purpose of pursuing claims and protection against them – the basis for the processing is indispensability of the processing for the purpose of realisation of the Administrator's legitimate interest, that is pursuing claims (art. 6, section 1f GDPR),
 - for the purpose of archiving – the basis for the processing is indispensability of the processing for the purpose of realisation of the Administrator's legitimate interest, that is improvement of the quality of provided services (art. 6, section 1f GDPR),
 - for marketing purposes – the basis for the processing is your consent,
 - due to the fact that the subject of the agreement is implementation of medical services, the Administrator shall also process your data pertaining to health, the basis for processing of such data is providing health care (art. 9, section 2h GDPR),
 - for the purpose of fulfilling legal obligation (art. 6, section 1 lit c GDPR) in the scope of taxes, accounting and storage of medical documentation.
3. Under performance of the agreement, your data will be disclosed to the following recipients:
 - entity relevant to a given stage of performance of the agreement. The entity is a company co-operating with the Administrator, ensuring performance of particular services indispensable for the purpose of performance of the agreement, that is: entities to which processing of data was entrusted by the Administrator, that is entities handling electronic payment system, suppliers of postal services, entities organising and providing provision of Medical Service which have agreements with the Administrator, in particular natural persons or legal entities being an entity performing medical care activity pursuant to the provisions of the Act on medical care activity, entities providing accounting services, entities organising and providing IT services of the Administrator,
 - persons co-operating with the Administrator based on civil-law agreement or employment contract.
4. The Administrator has appointed Data Protection Officer with whom you may contact via E-mail address: daneosobowe@polmed.pl.
5. Your personal data will be stored for a period arising from the conclusion of the agreement, performance of service or warranty/guarantee. We will process your personal data for a period during which claims connected with the agreement may arise, that is 6 years + 12 months from the end of the year in which service was performed. We explain that the aforementioned period of 6 years is a possible period of prescription of your claims. We have extended this period for additional 12 months in the event of claims filed at the last moment, problems with delivering, and counting from the end of a year serves the purpose of determining one date for removing data for agreements ending in a given year. We will process data processed for marketing purposes,

including direct marketing of our products and services until you file an objection or until you withdraw your consent, but no longer than 3 years from your last contact with us. We store data processed for settlement, tax and archiving purposes for 6 years from the end of a year in which provision of services ended, and we store data included in medical documentation for periods arising from currently applicable provisions regulating these matters.

6. You have a right to:
 - access data provided in connection with the agreement and to correct and remove them or to limit their processing,
 - transfer data, that is to receive the provided data from the Administrator in structured, commonly used machine-readable format, if they are processed for the purpose of conclusion and performance of the agreement or based on a consent and processing takes places in automatic manner. You have a right to send these data to another data administrator,
 - lodge a complaint to supervisory authority dealing with personal data protection.
7. At any time, you have a right to object against data processing if the basis for processing is a legitimate interest of the Administrator.
8. Providing personal data is voluntary; however, it is necessary to conclude and perform the agreement.
9. Your personal data are not subject to automatic decision-making, including profiling.