

**TERMS AND CONDITIONS  
OF ELECTRONIC CONSULTATIONS**

supplied by:

**CENTRUM DERMATOLOGICZNO - ALERGOLOGICZNYE DERM-AL Sp. z o.o.**

with its registered office in Sopot

§1. 1. Centrum Dermatologiczno- Alergologiczne Derm-Al. Sp. z o.o. with its registered office in Sopot, ul. Armii Krajowej116/5, 81-824 Sopot, National Court Register (KRS) 0000493908, tax. no. (NIP): 5851467858, business ID (REGON): 222019051, hereinafter referred to as "Derm-Al Centre" offers to its users consultations via ICT systems, in accordance with the provisions of Article 3.21 of the Polish Act on Medical Activity of 15 April 2011 (i.e. Journal of Laws /Dz.U./ of 2018, item 2190, as amended), in the field of:

- Dermatology and venereology
- Endocrinology
- Allergology
- Pediatrics
- Aesthetic dermatology
- Surgery
- Laryngology

hereinafter also referred to as: "Remote Consultations",

2. The following definitions apply to these Terms and Conditions:

a/ "User" – a person who uses Remote Consultation.

b/ Patient – a person who has a medical condition that is subject to Remote Consultation.

c/ "Video Consultation" – consultation that involves a video conference using means that enable audio and video contact between the User and/or Patient and the physician. Video consultation constitutes medical consultation and is recorded in the Patient's medical records. Whenever these Terms and Conditions mention Remote Consultations, without specifying the type of consultations, this also applies to Video consultations.

d/ "E-mail Consultation" – consultation in which a User or Patient sends a request form through the website of the Derm-Al Centre. A physician responds to the request by sending an email to the address or calling the phone number provided by the User or the Patient. E-mail Consultation constitutes medical consultation and is recorded in the Patient's medical records. Whenever these Terms and Conditions mention Remote Consultations, without specifying the type of consultations, this also applies to E-mail Consultation.

d/ "Extending a Prescription" – consultation in which a User or Patient sends a request form through the website of the Derm-Al Centre to issue a prescription. On the basis of the form, a physician decides whether to issue a prescription. The prescription code is sent by e-mail or text message, to the email address or phone number provided by the User or the Patient. Extending a Prescription is a service available only to the Derm-Al patients who are undergoing treatment or are chronically ill. Extending a Prescription constitutes medical consultation and is recorded in the Patient's medical records. Whenever these Terms and Conditions mention Remote Consultations, without specifying the type of consultations, this also applies to Extending a Prescription.

§2. 1. In order to use Remote Consultations, the User is obliged to read these Terms and Conditions (hereinafter: Terms and Conditions) and the conditions of the Contract for the provision of electronic consultations by the Derm-AI Centre (hereinafter: the Contract) and to accept the Terms and Conditions and the Contract, and to be authorised to receive responses – medical information concerning the Patient.

2. In order to use Remote Consultations, the User is obliged to read the declaration of consent to the processing of his or her personal data as well as the Patient's personal data, if the Patient is not the user, i.e. the phone number and e-mail address, and, in the case of Video Consultations, also the image.

§3. 1. The User, if he or she is not the Patient, is authorised to receive medical information about the Patient only if he or she is the Patient's legal guardian or has a written authorisation issued by the Patient.

2. The User declares that he or she is authorized to receive medical information about the Patient by selecting the relevant option in the form. If the User is authorized on the basis of a written authorisation, it is necessary to enclose a scan of such authorisation.

§4. 1. Remote Consultations constitute electronically supplied services within the meaning of the Polish Act on the Provision of Services by Electronic Means of 18 July 2002 (Polish Journal of Laws /Dz.U./ 2019.123, as amended).

2. Remote Consultations are provided by specialist physicians working at the Derm-AI Centre, who have agreed to provide such consultations. The updated list of physicians working at the Derm-AI Centre and information about them may be found online at [www.derm-ai.pl](http://www.derm-ai.pl), tab The Team.

3. For the purpose of Remote Consultations, a physician creates the Patient's medical records. The medical records are available at the Derm-AI Centre and may be provided to the Patient pursuant to the provisions of the Polish Act on the Patient's Rights and on the Patient's Rights Ombudsman (i.e. Journal of Laws /Dz.U./ of 2019, item 1127, as amended).

4. Remote Consultations make it possible to receive a prescription or a sick leave. They are issued at the discretion of the consulting physician. A prescription is issued electronically and the User receives the code of the prescription. A sick leave is sent electronically directly to the Patient's employer.

§5. 1. Video Consultations are supplied via the Znanylekarz.pl portal that the User may access via the website [www.derm-ai.pl](http://www.derm-ai.pl) owned by the Derm-AI Centre, or immediately from the [www.znanylekarz.pl](http://www.znanylekarz.pl) website.

2. It is necessary to make an appointment for a Video Consultation, for a specific day and time available in the schedule of a given physician. An appointment may be arranged by calling the Derm-AI Centre registration at phone no. + 48 58 5516245 or online at [www.derm-ai.pl](http://www.derm-ai.pl) or [www.znanylekarz.pl](http://www.znanylekarz.pl).

3. Video Consultations are additionally subject to the terms and conditions of the Znanylekarz portal.

§6. 1. E-mail Consultations and Extending a Prescription are services supplied only via the website [www.derm-ai.pl](http://www.derm-ai.pl) owned by the Derm-AI Centre.

2. It is not necessary to make an appointment for E-mail Consultation or Extending a Prescription. The User just sends the form available at [www.derm-ai.pl](http://www.derm-ai.pl) to the relevant physician and the physician calls the User or responds by e-mail. The e-prescription code will be sent to the User by e-mail or text message.

3. The User will receive a response to the e-mail address or phone number provided in the form. The waiting time for a response is up to 7 days. The time may be longer if a given physician is on

holiday or sick leave, or in the event of the system failure. The User shall be promptly informed of any such circumstances.

4. Video Consultation, E-mail Consultation and Extending a Prescription is only provided after payment. Failure to pay results in automatic cancelation of a request for consultation.

5. If a Remote Consultation does not take place for reasons for reasons attributable to the Derm-AI Centre, the User is entitled to full reimbursement of payment.

§7. 1. The User may withdraw from the Contract, i.e. resign from a Video Consultation that has been paid for at the latest one hour prior to the scheduled time of the commencement of the consultation, by cancelling through the online registration portal that the User used to register or by calling the Registration at +48 58 5516245. If this is the case, the payment shall be reimbursed to the User's account within 14 days, minus 5% as handling fee. If an appointment is cancelled less than an hour before the commencement of Video Consultation, or if the User fails to inform of his cancellation of an appointment, the Derm-AI Centre shall be authorised to not reimburse the payment.

2. In the case of E-mail Consultation and Extending a Prescription, once the form is sent and the payment made, it is not possible for the User to resign from the service and have the payment reimbursed.

3. In the case of E-mail Consultation, if the User does not receive a response after the lapse of 7 business days and the Derm-AI Centre has no confirmation of sending a response, the User may decide to change the physician or withdraw from the Contract and have the money repaid.

4. In cases other than those referred to in sub-clauses 1 to 4, the User has not right to withdraw from the Contract, since, pursuant to Article 3.1.1 of the Polish Consumer Rights Act of 30 May 2014 (i.e. Journal of Laws /Dz. U./ of 2020, item. 287) the provisions of that Act do not apply to contracts for health services provided by medical personnel to patients in order to assess, maintain or improve their health, including prescribing, delivering or providing medical and medicinal products, regardless of whether they are offered through healthcare centers.

§8. The User shall ensure the protection of his or her e-mail box and data sent to the e-mail address provided in the form. The Derm-AI Centre shall not be held responsible for unauthorised access to information as a result of access to the User's e-mail box.

§9. 1. The Derm-AI Centre reserves:

a/ The right to request the User to provide more detailed information about a health condition by e-mail or phone contact from a physician or the Reception of the Derm-AI Centre.

b/ The right to refuse consultation if the data provided by the User are not suitable to diagnose the health condition, and in particular if the data is incomplete and the missing data is not provided when a physician calls the user, or if the material sent by the User are of too poor image quality to evaluate the health condition.

2. The User is aware that consultation is based on information provided by him or her, which means that it is necessary to present the health condition in a real and exhaustive way, supplying the necessary data about the Patient's condition, any underlying conditions, medication taken or ointments used, as well as former diseases, especially relevant to the health condition that is subject to consultation.

§10. 1. Remote Consultations are payable. Payment is made in advance. The link to pay for Video Consultations is available in the Znany Lekarz portal and payments are operated by the Stripe payment system. The link to pay for E-mail Consultation and Extending a Prescription is available at the end of the form and payments are operated by the Przelewy24 payment system.

2. The fee for Remote Consultation varies between physicians and the valid price list is available on the Derm-AI Centre website, in the Price list tab. The price of consultation is visible once the User selects a physician he or she wishes to consult through Video Consultation or send the E-mail Consultation form or the Extending a Prescription form.

3. In the case of E-mail Consultation and Extending a Prescription, a payment needs to be made each time a form is sent. Thus, it is important to fill in the form carefully and describe the medical condition in as much detail as possible. It is recommended to enclose photos and test results.

4. The Contract of purchasing Remote Consultation is effected once the User accepts these Terms and Conditions and pays for the consultation pursuant to the provisions of § 8 and other provisions.

5. In order to receive an invoice for payment, the User must fill in relevant fields in the form.

§11. 1. The Derm-AI Centre shall not be held responsible for:

a/ Any damage caused as a result of the User providing untrue personal data or failing to update personal data,

b/ Any damage caused as a result of the User providing untrue health information or concealing information, especially concerning symptoms or medications taken,

c/ Any damage caused by the User's violation of third-party rights in association with the use of Remote Consultations,

d/ Any damage caused as a result of malfunctioning or inaccessibility of the Derm-AI Centre website for reasons beyond the control of the Derm-AI Centre,

e/ Any damage arising from the User's non-observance of these Terms and Conditions.

§12. 1 The Centre reserves the right to cancel or modify the terms of providing all or some remote Consultations for any reasons, including the right to temporarily suspend provision of Remote Consultations due to website maintenance operations.

2. The Centre reserves the right to refuse Remote Consultation if:

a/ A physician of the required specialty is not available,

b/ The User or Patient infringes the personality rights of the Derm-AI Centre or any of the partners of the Derm-AI Centre,

c/ The User provides untrue information or information that infringes third-party rights,

d/ The Derm-AI Centre believes there exist other circumstances that are improper or not compliant with the law or social norms, and contrary to the purpose of the operation of the Derm-AI Centre.

3. The Derm-AI Centre shall promptly inform the User of its refusal to provide Remote Consultation, over the phone or by electronic mail.

§13. These Terms and Conditions as well as documents provided by the Derm-AI Centre in order to use the services supplied on its basis are protected pursuant to the provisions of the Polish Act on Copyright and Related Rights.

§14. 1. Any complaints associated with the provision of Remote Consultations by the Derm-AI Centre as well as any questions concerning these Terms and Conditions should be addressed to the e-mail address of the Derm-AI Centre provided on the website, [info@derm-ai.pl](mailto:info@derm-ai.pl)

2. Complaints shall be reviewed within 7 days of receipt of a letter.

3. If a complaint is recognized, the payment made by the User shall be reimbursed to the bank account provided by the User.

§15. Personal Data is gathered and stored in accordance with the provisions of the Regulation (EU) of the European Parliament and of the Council No 2016/679 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), (OJ L 2016 No. 119, p. 1, as amended) GDPR and the privacy policy of the Derm-AI Centre. Information on the privacy policy of the Derm-AI Centre is available here.

§16. 1. These Terms and Conditions enter into force of 4 May 2020.

2. The Terms and Conditions are available on the Derm-AI Centre website at [www.derm-ai.pl](http://www.derm-ai.pl) and it may be downloaded, printed and recorded.

3. The Derm-AI Centre reserves the right to changes these Terms and Conditions at any time. Any changes to these Terms and Conditions come into force upon their publication on the website.

4. Changes do not apply to requests for Remote Consultations received and confirmed by the Derm-AI Centre before publication of relevant changes.

§17. 1. In matters not regulated by this Agreement, provisions of the Polish law shall apply, including the Polish Civil Code, the Polish Act on the Provision of Services by Electronic Means and the Polish Act on Medical Activity.

2. Contracts made under these Terms and Conditions are governed by the Polish law.

3. Any disputes arising from these Terms and Conditions in association with electronically supplied services on their basis shall be settled by a court of jurisdiction for the Derm-AI Centre.