

**Rules of
the MediClub Website**

effective as of 31 January 2023

/ in case of changes favourable for the consumer including, inter alia, resulting in new rights, provisions of the Rules will be applied as of 1 January 2023, i.e. as of this date the Service User can refer to these modifications /

These rules of the MediClub Website (hereinafter referred to as the “Rules”) set forth the rules for using the “MediClub” service provided by electronic means (“Electronic Service”) via the website available at www.mediclub.pl (hereinafter referred to as the “Website”). Before starting to use the Electronic Service, the User shall be able to read the current text of these Rules. The Rules (together with their previous versions) have been made available at <https://www.medistore.com.pl/a/regulamin-mediclub> in a way allowing their free downloading and saving on the User’s device in the PDF format.

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1. Definitions

- **Website** – the website available at www.mediclub.pl, where the Account can be registered to use the Electronic Service.
- **Provider** – an entity specified in § 2 section 1 below.
- **Consumer** – a consumer shall be understood to mean a User concluding a legal transaction with the Provider, for a purpose unrelated directly to his/her business or professional activity; provisions of the Rules pertaining to Consumers/Consumer shall also apply to a natural person concluding a contract related directly to his/her business activity, where the content of this contract indicates that it is not a professional activity for this person, especially taking into account the scope of business activities carried out by this person based on an entry in the Central Register and Information on Economic Activity.

- **Account** – a part of the Website through which a registered and logged-in User can input and manage data, as well as obtain information about purchases made in the online store.
- **User Profile** – a part of the User Account through which a registered and logged-in User can manage his/her data (including personal data), in particular modify data within the scope specified for the Account.
- **Rules** – these Rules made available in the form allowing their (free) saving and reproducing, as well as enabling the User to view them in selected place and time. The Rules set forth terms and conditions for the functioning and use of the Electronic Service. With respect to services provided by electronic means, these Rules are the rules referred to in Article 8 of the Act of 18 July 2002 on providing services by electronic means (Journal of Laws of 2002 No. 144, item 1204, as amended).
- **Electronic Service** – the service provided by electronic means based on the Rules and through the Website, comprising components available to Registered Users (“**Restricted Service**”), as well as components available to Unregistered Users (“**Free Service**”). The Electronic Service include, *inter alia*, the possibility to use the Account, User Profile, as well as the possibility to conclude a paid Contract as a logged-in User on websites of online stores.
- **Goods** – a product sold by an online store, in detail described in the Product Card.
- **Service** – a product sold by an online store, in detail described in the Product Card.
- **Electronic Service Contract** – a contract for the provision of services by electronic means (as part of the free or restricted Service) concluded – based on the Rules – by and between the Provider and the User at the moment specified in § 4 of the Rules.
- **Paid Contract** – a separate (from the Electronic Service Contract) contract concluded with the Seller, the content of which arises from the Online Store Rules.
- **User** – an adult natural person (with full legal capacity), using the Electronic Service.
- **Registered User** – a User who set up an account on the Website (also referred to as the MediClub member) and uses the Electronic Service as a logged-in User.
- **Unregistered User** – a User using Free Service without setting up an Account on the Website.
- **Online Store/Online Stores** – the online store operated by Medicover sp. z o.o. (Provider) or a Partner of Medicover (list of such stores is available at www.mediclub.pl).
- **Online Store Rules** – a document specifying the rules for using an Online Store, including Order placement.
- **Order** – a declaration confirming the intent to purchase goods or services in the Online Store expressed by adding the service or the goods to the cart and going to the next step – “Order and Pay.”
- **Seller** – an entrepreneur offering its goods and services to Clients through the Online Store.

- **Medicover Partner** – an entity included in the list (that may change) available at www.mediclub.pl, who cooperate with the Provider within the framework of the implementation of the Rules (the notion of the Medicover Partner includes both an internal Partner and an external Partner).
- **Internal Partner** – an entity cooperating with the Provider with respect to the provision of medical services and products, *inter alia*, operating the Online Store.
- **External Partner** – a partner of the Provider enabling the Users of the Provider to use the benefits unrelated to medical activities.
- **Benefits** – benefits made available by the Provider to Registered Users (MediClub members) including, *inter alia*, rebates, special offers, discounts, etc. (the current list of benefits is available at: www.mediclub.pl).
- **Act on consumer rights** – Act of 30 May 2014 on consumer rights.
- **Compatibility** – the ability of the digital content, digital service or goods to function with hardware or software with which digital content, digital services or the goods of the same type are normally used, without the need to convert the digital content, digital service or the goods.
- **Functionality** – the ability of the digital content, digital service or the goods to perform its functions having regard to its purpose.
- **Interoperability** - the ability of the digital content, digital service or goods to function with hardware or software different from those with which digital content, digital services or the goods of the same type are normally used.
- **Price** – the value expressed in monetary units that the consumer is obliged to pay the entrepreneur for digital content, digital service or the goods, and in relation to digital content or digital service – also a digital representation of value.
- **Digital Content** – data which are produced and supplied in digital form.
- **Digital Service** – means:
 - a. a service that allows the consumer to create, process, store or access data in digital form;
 - b. a service that allows the sharing of data in digital form uploaded or created by the consumer or other users of that service;
 - c. a service that allows any other interaction with data in digital form.

2. General provisions

- The Electronic Service shall be provided by Medicover – Medicover sp. z o.o., with its registered office in Warsaw, address: Al. Jerozolimskie 96, 00-807 Warszawa, tel.: +48 22 592 70 00, fax: +48 22 597 70 79, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw, 12th Business Department of the National Court Register, with the number KRS: 0000021314, Tax Identification Number (NIP): 525-15-77-627; hereinafter referred to as the “Provider.”

- The Provider shall be the controller of data of the Users. Principles for the protection of privacy, including personal data, and use of Cookies by the Provider are described in the privacy policy, available at: <https://www.medistore.com.pl/a/polityka-prywatnosci-serwisu-mediclub>.
- It is possible to contact the Provider in a fast and effective way by calling the telephone number 500 900 550, available on weekdays, from 8 to 16 hours, and via e-mail, at mediclub@mediclub.pl. In the case of telephone contact, the call costs shall be consistent with the particular rate plan, but shall not exceed standard outgoing call costs.
- The Provider shall provide the Electronic Service in accordance with these Rules and provisions of the binding universal legal regulations, including the Act on providing services by electronic means.
- Using the Electronic Service through the Account shall be free of charge (using shall not involve the obligation to pay the Price). Principles for payment for the Paid Contract are specified in the Online Store Rules. A party to the Paid Contract shall be a Seller within the meaning of the Online Store Rules.
- Registration of the Account shall allow concluding the Paid Contract without the need to provide all personal data by the Registered User. In this case, the User authorises the Provider to make available his/her data to an entity operating the Online Store for the purposes of concluding the Paid Contract. Account registration on the MediClub Website shall not be a prerequisite for concluding the Paid Contract. The User may conclude the Paid Contract without setting up an Account on the Website (as an Unregistered User).
- A Registered User placing an Order in the Online Store shall also receive Benefits. Benefits can be offered by the Provider itself or by a Partner of Medicovert (Provider).
- Information about the current Benefits shall be made available to the User on websites of online stores, as well as at www.mediclub.pl. The list of Benefits and Partners is subject to change – the User shall be notified separately of terms and conditions of using a particular Benefit including, *inter alia*, the time limit for using a particular Benefits, and about the party that offers the Benefit – the Provider or a Medicovert Partner. The User shall also be notified whether any additional steps shall be taken or certain requirements fulfilled in order to use a particular Benefit.
- Deleting the Account shall not mean losing Benefits with respect to already concluded Paid Contracts.
- If the services subject to the Benefit are provided by a Medicovert Partner (rather than the Provider), the Provider guarantees that the Benefit shall be made available (under a separate contract between the Medicovert Partner and the User), but on terms specified at www.mediclub.pl. In particular, the Provider guarantees that the Paid Contract would be concluded for the Price after discount (available to Registered Users) even if the Provider is not a party (as a Seller) to the Paid Contract.

3. Rules for the provision of the Electronic Service

- The User can use the Electronic Service including viewing the content of the Website in accordance with the provisions of these Rules. The User shall be prohibited from providing content of unlawful character, which is in detail discussed below. Only an adult natural person with full legal capacity may use the Electronic Service.
- The Electronic Service comprises:
 - a. viewing the Website content as an Unregistered User;
 - b. Account registration;
 - c. logging into the Account;
 - d. resetting the Account password;
 - e. viewing and changing the Account elements, including the User profile (within the scope specified for the User Account);
 - f. viewing the Website content as a Registered User;
 - g. the possibility to place an Order under a Paid Contract, as a Registered User, without the need to provide all the data during the purchase process;
 - h. the possibility to add (on the Account) details of other persons in order to facilitate placing Orders in the Online Store for these persons;
 - i. viewing the history and status of the Orders placed (on the Account);
 - j. the possibility to remove the Account (terminate the Contract for the Service provided by electronic means);
 - k. the possibility to receive notifications (via e-mail or text messages, notifications on the website or in the web browser – so-called Web Push notifications) on Benefits, as well as notifications aimed at improving the health care awareness.
- Elements specified in section 2 letters a, b, c, d make up the Free Service.
- Elements specified in section 2 letters e, f, g, h, i, jak make up the Restricted Service.
- The Provider undertakes to provide – at least once each calendar month – information about selected Benefits to which the User is entitled.
- The content provided as part of notifications aimed at improving the health care awareness cannot be considered the provision of medical services (e.g. advice taking into account the specific situation of the User), unless clearly specified otherwise.
- Access to the Restricted Service shall be granted immediately after creating the Account.

4. Technical activities making up the conclusion of an Electronic Service Contract

- In order to use the Electronic Service, it is necessary to have access to the Internet. True data shall be provided in the process of the Account registration, as well as use of the Electronic Service.
- In order to use the Free Service, it is necessary to read the text of these Rules that is available at <https://www.medistore.com.pl/a/regulamin-mediclub>. Before starting to use

the Free Service, the User shall be able to read the text of the Rules and to download them to his/her device (free of charge). The User shall be obliged to comply with provisions of the Rules.

- In order to use the Restricted Service, the User is required to register an Account on the Website. There are two ways do so: a standard way (by entering necessary details, including email address and password) or through an external authentication service provided by Google Inc. or the Facebook platform.
- Registration may take place:
 - a. “in a traditional way” – in order to register on the Website it is necessary to provide personal data including, *inter alia*, e-mail address, and it is necessary to set up a User password;
 - b. through an external authentication service (Google/Facebook) – in this case, the User shall register the Account by logging into an external provider – Google / Facebook by providing his/her login and password. The aforementioned option is available only to the Users, in the case of whom an e-mail address is a login for the external services.
- Before concluding the Contract for the provision of the Restricted Service, the User shall approve the Rules (with an option to save it in the PDF format) and confirm reading the privacy policy (with an option to download the document in the PDF format).
- In both the aforementioned instances (referred to in section 4), after ticking the “register” box, an activation link will be sent to the User, to the e-mail address specified. **The Contract for the provision of the Restricted Service (Electronic Service) shall be concluded upon ticking (clicking) the activation link sent to the e-mail address specified.** The link shall remain valid for 24 hours, and after that period if the Account is not activated, in order to use a Restricted Service, the User will have to register the Account again. In case of non-receiving the aforementioned activation link, it is necessary to contact the Provider using the data specified in § 2 of the Rules.
- Immediately after concluding the Electronic Service Contract (restricted, i.e. for Registered Users), the User will receive an e-mail message to the specified e-mail address with the confirmation of the approval of the Rules and conclusion of the Contract (including setting up an Account}, as well as terms of this Contract (Rules).
- In order to register, the User must have an active e-mail account.
- The e-mail address specified in the registration process identifies the User on the Website. Only one Account can be set up for the e-mail address provided.

5. Using the Account and other components of the Electronic Service

- Using the Account shall depend on:
 - User registration;
 - logging into the Account.
- Using the Electronic Service always involves typical risks related to using the Internet and online services. In particular, the access to the User Account should be protected by

the sufficiently strong password. It is also necessary to protect an access to the e-mail box (electronic mail) specified upon the Account registration, as this address is used for the purposes of the User authentication by the Provider (including sending legal content to the User, e.g. pertaining to the amendments to the Rules). The password should not be the same as or similar to the password used for the purposes of authentication to the specified e-mail box (electronic mail). Access to the e-mail box specified can also be needed to recover access to the Account. *Information about methods for generating secure passwords, as well as their storage, can be found on the website of the Personal Data Protection Office: www.uodo.gov.pl*

- It shall be prohibited to enable other persons to access the Account (e.g. by making available the login and the password).
- The Account password can be reset by entering the e-mail address provided during registration. A message allowing resetting the password shall be sent to this e-mail address. Password reset shall not apply to the User's authentication through an external service (see § 4 of the Rules). In case of doubts in this respect, it is necessary to contact the Provider. This shall also apply to losing access to the account in the external authentication service (Google/Facebook) that was used to set up the Account.
- Notifications regarding the use of the Account, as well as the status of Paid Contracts concluded shall be sent to the e-mail address provided by the User in the registration form.
- The User shall be obliged to refrain from:
 - a. providing untrue personal data, both at the stage of the Account registration and later, when using the Account;
 - b. providing and publishing illegal, untrue content that violates personal rights of third parties protected by law, copyright and related rights, or using the Website for such purposes;
 - c. publishing advertising content, the dissemination of which is prohibited on the Internet;
 - d. copying, modifying, distributing, transmitting or otherwise using any elements of the Website and databases made available on the Website, except for their permitted use;
 - e. take any action that may hinder or disrupt the functioning of the Website;
 - f. enabling other persons to access the Account.
- The Provider shall notify the User of updates, including security updates, necessary maintain compliance of the Digital Service with the contract, and shall provide them to the User for:
 - a. the period of the provision of Digital Content or Digital Service on the Website specified in the contract based on which they are provided continuously; or
 - b. the period reasonably expected by the User, taking into account the type of Digital Content or Digital Service provided on the Website and purpose of their use, as well as circumstances and nature of the contract if the contract provides

for one-off provision of Digital Content or Digital service or provision thereof in parts.

- Shall the User fail to instal the updates made available by the Provider within the reasonable time – in accordance with the section above – the Provider shall not be held liable for non-compliance of the Digital Content or Digital Service with the contract due only to the lack of update provided that:
 - a. the Provider notified the User of the update and consequences of not-installing the update;
 - b. the failure to instal or improper installation were not due to errors in the installation instruction made available by the Provider.

6. Term of the Electronic Service Contract and deletion of the Account from the Website

- The Electronic Service Contract (restricted) shall be concluded by means of electronic communication and shall be valid for an indefinite period.
- The User shall be entitled to terminate the Electronic Service Contract (restricted) at any time, by sending a relevant declaration by electronic means, to the e-mail address specified in § 2 of the Rules or marking the relevant option on the Account (“My Account” tag, and then “Your consents”). Within 72 hours, the Providers shall send the confirmation of ceasing the provision of the Electronic Service (restricted) (to the address specified on the Account. In case of the Free Service, in order to terminate the use, it is necessary to leave the Website.
- Termination of the Electronic Service Contract shall not affect the validity or effectiveness of the Paid Contract.
- In the case of a breach of the Rules (due to fault of the User), the Provider shall be entitled to block the Account (until explaining the case, for no more than 14 days) or even terminate the Electronic Service (restricted) Contract (delete the User Accounts) with immediate effect. Before terminating the contract, the request to cease breaches with the time limit of at least 7 days shall be sent, unless termination of the contract with immediate effect is necessary to ensure compliance of the service with binding universal legal regulations.
- The Provider shall be authorised to block content or the Account in the case of receiving an official notification and reliable information about unlawful nature of data or related activities, and shall immediately block access to such data.
- In the case of non-using the Account for at least 24 months, the Provider may terminate the Electronic Service Contract (restricted) with a one month notice period.
- The Provider shall terminate the Electronic Service Contract (restricted) with a 30-day notice – in the case of the Website liquidation.
- A declaration on termination of the Electronic Service (restricted) Contract, on blocking the Account or blocking specific content posted by the User shall be sent to the e-mail address specified for the Account (provided during registration), together with the justification for this decision, unless the content or Account is blocked at the request of

an authorized authority, and the regulations prohibit the provision of the aforementioned information.

- Deleting the Account (ceasing to use of the Electronic Service) shall mean the loss of access to the materials made available on the Account (without losing the right to access own data in accordance with the provisions of the GDPR). Despite deleting the Account, the Provider can process personal data of the User including, *inter alia*, within the scope necessary for the purposes of the legitimate interests pursued by the Provider, i.e. for the establishment, exercise or defence of legal claims, as well as to fulfil public and legal obligations (e.g. tax obligations) – see the privacy policy at www.mediclub.pl.
- Deletion of the Account by the User shall not exclude the possibility of re-registration by the same person, unless the Account has been deleted by the Provider due to the User's fault, and the limitation period for claims due to the breach of the Electronic Service Contract has not yet expired.
- The User who is a Consumer may withdraw from the Electronic Service (restricted) Contract without giving any reason and without any costs within 14 days of the date of concluding the Contract. Regardless of this, the User may terminate the Contract at any time by deleting the Account in the aforementioned manner. In order to withdraw from the Contract, the User who is a Consumer should notify the Provider thereof before the expiry of the aforementioned time limit in the form of an explicit declaration, by e-mail or by phone, or by traditional correspondence. For the purposes of withdrawing from the Contract, the User may use the template of the contract withdrawal form attached below, but it is not obligatory (Appendix no. 1 below). It is also possible to use the template from attached to the Act of 30 May 2014 on consumer rights. In order to meet the time limit for withdrawing from the Contract, it shall be sufficient to send information on exercising the right to withdraw from the Contract before the expiry of the time limit for withdrawing from the Contract. The time limit for withdrawing from the Contract shall expire after 14 days of the date of concluding the Electronic Service Contract. In the case of withdrawing from the Contract, the Contract shall be considered annulled, and all performances of the parties shall be returned (if provided). Withdrawal from the Electronic Service Contract shall not affect the Contract on the use of the Benefit concluded with its provider and shall not affect the Paid Contract.
- In accordance with provisions of the Act on consumer rights, in case of withdrawal from the Contract, as of receiving the declaration of the User (consumer) on withdrawing from the Contract, the Provider cannot use any content other than personal data provided or created by the User when using Digital Content or Digital Service supplied by the Provider, except for the content that:
 - a. only has utility within the context of using the Digital Content or Digital Service constituting the subject matter of the Contract;
 - b. relates only to the User's activity when using the Digital Content or Digital Service made available by the Provider;
 - c. has been aggregated by the Provider with other data and cannot be disaggregated or only with disproportionate efforts;
 - d. has been generated jointly by the consumer and others, and other consumers can continue to make use of it.

- Except for instances referred to in § 6 section 12 points 1-3, at the request of the consumer, the Provider shall make available to the consumer any content other than personal data, which was provided or created by the consumer when using the Digital Content or Digital Service supplied by the Provider.
- The consumer shall be entitled to retrieve that digital content from the Provider free of charge, without hindrance from the Provider, within a reasonable time and in a commonly used and machine-readable format.
- In case of withdrawal from the Contract, the Provider may prevent any further use of the Digital Content or Digital Service by the consumer, in particular by making the Digital Content or Digital Service inaccessible to the consumer or disabling the user account of the consumer. This shall be without prejudice to rights of the consumer referred to in section 13.
- W In case of withdrawal from the Contract, the User (consumer) shall be obliged to stop using Digital Content or Digital Service and making them available to third parties.

7. Functionalities and interoperability of the Electronic Service

- In order to use the Electronic Service on the Website, the operating system of the User shall satisfy the following minimum technical requirements: access to the Internet and an Internet browser, such as: Google Chrome, Mozilla Firefox, Microsoft Edge, Opera or Safari, in an up-to-date version.

8. Complaint procedure and out-of-court dispute resolution mechanisms

- The Provider shall be liable – towards the User – under civil law for a breach of the Electronic Service Contract (its non-performance or improper performance), including in case of inconsistency of Digital Content and Service with the Contract.
- Liability principles in the case of the Paid Contract (including for providing a defective item) are specified in the Online Store Rules. In the case of Benefits provided by Medicovert Partners, the selected Partners shall define the rules for using these Benefits under separate contracts concluded with Users of Benefits provided by external Partners. This shall not limit the Provider's liability just for granting the Benefit (e.g. a price discount for Users).
- The summary of selected regulations specifying the rules for determining whether the Digital Content or Service conform with the Contract is attached as Appendix no. 2 to the Rules. Appendix no. 2 cannot be considered a summary of all provisions regarding the liability of the entrepreneur (Provider) for the provision of Digital Content or Service.
- In accordance with provisions of the Act on consumer rights:
 - a. if Digital Content or Digital Service does not conform with the contract, the User (consumer) may request bringing the Digital Content or Digital Service into conformity with the Contract;
 - b. the Provider may refuse bringing the Digital Content or Digital Service into conformity with the Contract if this would be impossible or would impose costs on the trader that would be disproportionate;

- c. when assessing disproportionality of costs to the trader, all the circumstances of the case are taken into account including, in particular, the significance of the lack of conformity of the Digital Content or Digital Service with the Contract and the value of the Digital Content or Digital Service conforming with the Contract;
 - d. The Provider shall bring the Digital Content or Digital Service into conformity with the Contract within a reasonable time from the time the Provider has been informed by the User (consumer) about the lack of conformity with the Contract, and without any significant inconvenience to the consumer, taking account of the nature of the Digital Content or Digital Service and the purpose of their use. Costs of bringing the Digital Content or Digital Service into conformity with the Contract shall be borne by the trader.
- In accordance with provisions of the Act on consumer rights, if the Digital Content or Digital Service (provided on the Website and as part of the Electronic Service) are non-conforming with the Contract, the User (consumer) can make the declaration on a reduction of the Price or withdrawal from the Contract in instances specified in the Act on the protection of consumer rights.
- After withdrawing from the Contract, the trader (Provider) cannot use any content other than personal data provided or created by the User (consumer) when using Digital Content or Digital Service supplied by the Provider, except for contents that:
 - a. only has utility within the context of using the Digital Content or Digital Service constituting the subject matter of the Contract;
 - b. relates only to the User's activity when using the Digital Content or Digital Service that constituted the subject matter of the Contract;
 - c. has been aggregated by the trade with other data and cannot be disaggregated or only with disproportionate efforts;
 - d. has been generated jointly by the User (consumer) and others, and other consumers can continue to make use of it.
- The Provider shall make available to the User (consumer), at the User's request and at the Provider's own cost, within a reasonable time and in a commonly used and machine-readable format, any content other than personal data, which was provided or created by the consumer when using the Digital Content or Digital Service, except for content referred to in section 6 letters a)-c). (See more in Article 43o of the Act on consumer rights).
- Complaints can be filed by the User to the following addresses:

e-mail: mediclub@mediclub.pl

traditional post: Medicover sp. z o.o. „MediClub” Al. Jerozolimskie 96 00-807 Warszawa

- The Provider shall examine the complaint and notify the User thereof immediately, no later than within 30 days. In the case of Users who are Consumers, if the Provider fails to respond to the complaint within the time limit referred to in the previous sentence, the

complaint shall be considered accepted. The answer to the complaint shall be provided by the Provider to the User who is a Consumer on paper or another durable medium.

- In order to expedite the complaint examination process, the complaint should contain a description of the reason for the complaint and data allowing identifying the User. However, in the case of Users who are Consumers, this is not a requirement, and the complaint will be examined even without these elements.
- The aforementioned provisions pertaining to complaints do not prohibit the User from pursuing his/her rights in accordance with applicable law, including in court proceedings or with the application of out-of-court dispute resolution mechanisms, as described below.
- Detailed information on the possibility for an individual User who is a Consumer (within the meaning of binding universal legal regulations, including the Civil Code) of having recourse to an out-of-court complaint and redress mechanism and the rules of access to these mechanisms are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Voivodeship Inspectorates of the Trade Inspection and at the following internet addresses of the Office of Competition and Consumer Protection:
 - a) http://www.uokik.gov.pl/spory_konsumenckie.php,
 - b) http://www.uokik.gov.pl/sprawy_indywidualne.php,
 - c) http://www.uokik.gov.pl/wazne_adresy.php.
- An individual User who is a Consumer may obtain free assistance in resolving a dispute, including by using the free assistance of a powiat (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (such as the Consumer Federation, Association of Polish Consumers). Advice shall be provided by the Consumer Federation, via a free consumer Infoline, at 800 007 707, and by the Polish Consumers Association at the e-mail address: porady@dlakonsumentow.pl.
- An individual user has the possibility of having recourse to out-of-court complaint and redress mechanisms in accordance with the rules set out on the website www.uokik.gov.pl in the “consumer dispute resolution” tab and using the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/> in accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).

9. Technical support

- The Provider shall be entitled to a temporary break in the provision of the Service related to making technical changes to the Website (hereinafter referred to as the “Technical Break”). A single Technical Break cannot exceed 24 hours. The Provider shall endeavour to ensure that Technical Breaks take place at night and last as short as possible.

10. Amendments to the Rules and final provisions

- The Provider reserves the right to amend these Rules for important reasons specified below:

- a. the Rules must be amended as a result of amendments to binding universal legal regulations that directly affect the content of the Rules – in this scope, respectively;
 - b. amendments for security reasons, including those aimed at preventing the use of the service in a manner inconsistent with the law;
 - c. introduction of major changes in the functioning of the Website, including those related to technical or technological progress, including changes in the Provider's systems;
 - d. improving the transparency of the provisions of the Rules;
 - e. changes to the Functionality, Interoperability and other performance characteristics of the supplied Digital Content or Services, such as: availability, continuity of delivery and security to the extent that these changes have a negative impact on access to or use of Digital Content or Services.
- The Provider shall provide the Users (who have an Account, i.e. use the Restricted Service) with a notification on amendments to the Rules on a durable medium (to the e-mail address specified for the Account), while making available the new text of the Rules to download, 30 days in advance, giving the possibility of terminating the Contract in the manner specified in § 6 of the Rules. Previous versions of the Rules shall be also made available on the Website.
 - Amendments to the Rules shall not apply to Paid Contracts.
 - Modifications of the Website (change of the Digital Content or Digital Service that are its part) shall require amending the Rules, unless conditions specified below apply.
 - Modifications to the Website (changes of the Digital Content and Digital Service available on the Website and as part of the Electronic Service) necessary to maintain conformity of the Digital Content and Digital Service with the Contract shall not require amendments to the Rules, e.g. the modifications involving:
 - technical changes related to an increase in the security level (in accordance with regulations on the protection of personal data) and Functionality level (including eliminations of errors);
 - modifications extending the scope of the Electronic Service.

In such the case, the Provider shall provide a clear and understandable notification of the modification made.

- Modifications to the Website (changes of the Digital Content and Digital Service that are its component) that do not change the rules for the provision of the Electronic Service specified in the Rules (i.e. are not an amendment to the Rules) and are not subject to section 5 shall be made in compliance with the following principles:
 - a. the condition specified in § 10 section 1 is met;
 - b. the Provider provides, 30 days in advance, a notification on a durable medium (e.g. to e-mail address of the User) of the characteristics and timing of the modification and the right to terminate the Contract (without providing a reason).

- In the case referred to in section 6, the User can terminate the Contract without notice, within 30 days of the date of the notification of the modification.
- In case of terminating the Contract in accordance with this paragraph (sections 6-7), § 8 sections 6-7 of the Rules shall apply respectively.
- Matters not regulated in the aforementioned Rules shall be governed by binding universal legal regulations.
- The Electronic Service Contract shall be concluded in the Polish language. The Website is operated in the Polish language and is targeted at people in the territory of the Republic of Poland.
- No provision of the Rules may be understood as excluding or limiting the rights of Consumers.
- The Rules shall be effective as of 14 July 2022.
- Appendixes:
 - a. Appendix no. 1 – Contract Withdrawal Form (if applicable);
 - b. Appendix no. 2 – Rules for determining whether the Digital Content or Service conform with the Contract.

Appendix no. 1
Contract Withdrawal Form (if applicable)

This form shall be filled in and sent back only in case of the intent to withdraw from the Contract.

Addressee:

Medicover Sp. z o.o., with its registered office in Warsaw, address: Al. Jerozolimskie 96, 00-807 Warszawa, tel.: 48 22 592 70 00, fax: 48 22 597 70 79, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw, 12th Business Department of the National Court Register, with the number KRS: 0000021314, Tax Identification Number (NIP): 525-15-77-627.

Declaration of withdrawal (sample text):

I hereby would like to inform you about my withdrawal from the Contract for the provision of the following electronic service (Account on the MediClub website).

Full name of the Customer

Address of the Consumer (including electronic address).....

Date of concluding the Contract

Signature of the Consumer (only if the form is sent in hard copy).....

Date.....

Appendix no. 2 Rules for determining whether the Digital Content or Service conform with the Contract (summary of provisions of the Act on consumer rights)

Article 43k of the Act on consumer rights

[Conformity of the digital content or digital service with the contract]

- *The digital content or digital service conform with the contract if, in particular, the following conforms with the contract:*

1) description, type, quantity, quality, completeness, functionality, compatibility, interoperability and availability of technical support and updates;

2) their fitness for any particular purpose for which the consumer requires them and which the consumer made known to the trader at the latest at the time of the conclusion of the contract, and in respect of which the trader has given acceptance.

- *In addition, to be considered conforming with the contract, the digital content or digital service shall:*

1) be fit for the purposes for which digital content or digital services of the same type would normally be used, taking into account any applicable legal regulations, technical standards or good practices;

2) be of the quantity and possess the qualities, including functionality, compatibility, accessibility, continuity and security, normal for digital content or digital services of the same type and which the consumer may reasonably expect, given the nature of the digital content or digital service and taking into account any public statement made by or on behalf of the trader or its legal predecessors, or other persons acting in its behalf, particularly in advertising or on labelling unless the trader shows that:

- *a) the trader was not, and could not reasonably have been, aware of the public statement in question;*
- *b) by the time of conclusion of the contract, the public statement had been corrected in the same way as, or in a way comparable to how, it had been made; or*
- *c) the decision to conclude the contract could not have been influenced by the public statement;*

3) be supplied along with any accessories and instructions which the consumer may reasonably expect to receive;

4) comply with any trial version or preview, made available by the trader to the consumer before the conclusion of the contract.

- *The trader shall notify the consumer of updates, including security updates, that are necessary to keep the digital content or digital service in conformity with the contract, and shall supply them to the consumer for the period of time:*

1) during which the digital content or digital service is to be supplied under the contract, where the contract provides for a continuous supply over a period of time; or

2) that the consumer may reasonably expect, given the type and purpose of the digital content or digital service and taking into account the circumstances and nature of the contract, where the contract provides for one-off provision of digital content or digital service or provision thereof in parts.

- *Shall the consumer fail to instal the updates made available by the trader in accordance with section 3 within the reasonable time, the trader shall not be held liable for non-conformity of the digital content or digital service with the contract due only to the lack of update provided that:*

1) the trader informed the consumer about the availability of the update and the consequences of the failure of the consumer to install it;

2) the failure of the consumer to install or the incorrect installation by the consumer of the update was not due to shortcomings in the installation instructions provided by the trader.

- *The trader shall not be held liable for non-conformity of the digital content or digital service with the contract within the scope of section 2 or section 3 if, at the time of the conclusion of the contract at the latest, the consumer was specifically informed that a particular characteristic of the digital content or digital service was deviating from the requirements for conformity laid down in section 2 or section 3 and the consumer expressly and separately accepted that deviation.*
- *Where the contract provides for a continuous supply of digital content or digital service over a period of time, the digital content or digital service shall be in conformity with the contract throughout the period of their provision specified in the contract.*
- *Unless the parties have agreed otherwise, digital content or a digital service shall be supplied in the most recent version available at the time of the conclusion of the contract.*
- *Provisions of Article 43b section 5 of the Act on consumer rights shall apply respectively to integration of the digital content or digital service.*

[Download the Rules of the MediClub Website effective as of 31 January 2023](#)

[Download the Rules of the MediClub Website valid until 30 January 2023](#)