

MediClub Website Terms and Conditions

Effective as of 31 August 2025

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

TABLE OF CONTENTS

[1. Definitions](#)

[2. General Provisions](#)

[3. Rules for the Provision of the Electronic Service](#)

[4. Technical Activities Making up the Conclusion of an Electronic Service Contract](#)

[5. Using the Account and Other Components of the Electronic Service](#)

[6. Term of the Electronic Service Contract and Deletion of the Account from the Website](#)

[7. Functionalities and Interoperability of the Electronic Service](#)

[8. Complaint Procedure And Out-Of-Court Dispute Resolution Mechanisms](#)

[9. Technical Support](#)

[10. Amendments To The Terms and Conditions and Final Provisions](#)

1. Definitions

- **Website (also as "MediClub Website")** - the online platform operated by the Provider (Medicover sp. z o.o.) available at [mediclub.pl](https://www.mediclub.pl) (as well as via the websites specified in Appendix 3 to the Terms and Conditions) through which it is possible to register an Account in the Electronic Service on the Website and 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 Terms and Conditions 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, in particular, input and manage data, as well as obtain information about purchases made in the Online Store.
- **Active Account** - An account that has been activated and has not been temporarily deactivated or blocked.
- **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.
- **Terms and Conditions** – these Terms and Conditions 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 Terms and Conditions set forth terms and conditions for the functioning and use of the Electronic Service; With respect to services provided by electronic means, these Terms and Conditions 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 Terms and Conditions 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** – services that are the subject of contracts concluded in the Online Store, described in detail 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 Terms and Conditions – by and between the Provider and the User at the moment specified in § 4 of the Terms and Conditions.
- **Paid Contract** – a separate (from the Electronic Service Contract) contract concluded with the Seller, the content of which arises from the Online Store Terms and Conditions.
- **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 the 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) at medistore.com.pl and sklep.medicover.pl or the Medicover Internal Partner (a list of all Online Stores is available at mediclub.pl, as well as in Appendix No. 3 to the Terms and Conditions).
- **Online Store Terms and Conditions** – a document specifying the terms and conditions for using an Online Store, including Order placement.

- **Order** – a declaration confirming the intent to purchase Goods or Services in the Online Store.
- **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 in the case of external Partners) available at mediclub.pl, who cooperate with the Provider within the framework of the implementation of the Terms and Conditions (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 services and products, *inter alia*, operating the Online Store (the list of Internal Partners is available in Appendix 4 to the Terms and Conditions).
- **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 (at the Provider itself or Medicover Partners) to registered Users (MediClub members) who have an Active Account, including rebates, special offers, discounts, etc. (the current list of benefits is available at www.mediclub.pl).
- **Discount** – a reduction in the price of Goods or Services, specified as a percentage or an amount.
- **Consumer Rights Act** – 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 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.

- **MediClub Virtual Card** - a unique User number, available on the User's Account on the Website, allowing their identification.

§ 2. General Provisions

- 1. 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, 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, under KRS [National Court Register] No.: 0000021314, Tax Identification Number (NIP): 525-15-77-627 REGON: 012396508; hereinafter referred to as the “Provider.” **The Provider also provides additional services specified in the Terms and Conditions, related to the Electronic Service (dedicated to Users who have an Active Account).**
- The Provider shall be the controller of the 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/en/a/polityka-prywatnosci-serwisu-mediclub>.
- **It is possible to contact the Provider in a fast and effective way by calling the telephone number +48 500 900 550, available on weekdays, from 8:00 to 16:00, 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. **Traditional correspondence can be addressed to: Medicover sp. z o.o., Al. Jerozolimskie 96, 00-807 Warszawa (we recommend adding the "MediClub" annotation).**
- The Provider shall provide the Electronic Service, as well as additional services specified in the Terms and Conditions, in accordance with these Terms and Conditions 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 Terms and Conditions of a given Online Store. A party to the Paid Contract shall be a Seller within a given Online Store.
- Registration of the Account on the Website shall allow concluding the Paid Contract without the Registered User having to provide all personal data again and the separate registration of an account with the respective Online Store. In this sense, the MediClub Account serves to confirm the User's identity in all Online Stores. This applies both to the website of the Online Store operated by the Provider itself, i.e. medistore.com.pl and sklep.medicover.pl, as well as to the websites of Online Stores of Internal

Partners (a list of these Online Stores operated by Internal Partners is attached as Appendix 3 to the Terms and Conditions and is also available at mediclub.pl) - in the latter case, the User authorises the Provider to make their data available to the entity running the specified Online Store for the purpose of concluding a Paid Contract. Immediately before making a purchase (conclusion of a Paid Contract), the User should check on the website of the Online Store whether the purchase using the Account on the Website will be linked to a specific Benefit granted by the Seller. 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). Detailed issues regarding the registration of an Account are described below in §4 of the Terms and Conditions, as well as §3 of the Terms and Conditions regarding the storage of purchase history.

- Registered User placing an Order in the Online Store may also receive Benefits. Benefits can be offered by the Provider itself or by a Partner of Medicover (Provider). The Website User may use the available Benefits in the manner specified below in the Terms and Conditions.
- Information about the current Benefits and the list of Partners shall be made available to the User on the websites of online stores, as well as at mediclub.pl. In addition, the list of Internal Partners (who provide Benefits) is also available in Appendix 4 to the Terms and Conditions. The list of External Partners is variable. The User shall be informed about the terms and conditions of using a given Benefit on the designated website (mediclub.pl) and in messages sent via e-mail/sms. Those terms and conditions specify the time frame for using a Benefit, as well as who is its provider - the Provider itself or the Medicover 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. The Website User can also use the Benefits, information about which will be available in the facilities of the Internal Partners specified in Appendix 4 to the Terms and Conditions. In this case, the fact of being a Website User must be confirmed by showing a Virtual MediClub Card (by logging into the Account on the Website and showing this Virtual MediClub Card to an employee of a given facility). The User may also use Benefits, information about which will be available at the Provider's facilities, confirming in this case the fact of being a MediClub member by providing data specified by the Provider's employee at a given facility (the scope of such data will be communicated during the visit to the facility).
- In order to use the Benefits, the User needs to have an Active Account (at the time of the conclusion of the contract for the Goods or Services to which the Benefit applies). The deletion or temporary deactivation of the Account shall not mean losing Benefits with respect to already concluded contracts under which they were granted (e.g. Paid Contracts under which a promotional code was used).

- If the Services or Goods subject to the Benefit are provided by a Medcover Partner (rather than the Provider), the Provider guarantees that the Benefit shall be granted to the User following the terms communicated by the Provider, who will enter with that Medcover Partner into the contract to which the Benefit applies. 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.
- Discounts are divided into “Fixed”, “Limited” and “Short-term”. Discounts shall not combine with each other or with other promotions, unless otherwise specified in the communication of the respective Discount, e.g. via an e-mail sent to Users or directly in the Online Store.
- Fixed discounts shall apply continuously for at least 3 calendar months from the date of their announcement. Information on Fixed Discounts shall be announced on the Website and in e-mail communications to Users. The set of Limited Discounts is published at the beginning of each calendar month. Limited Discounts are valid from the time of announcement until the last day of the same calendar month. Information on Limited Discounts shall be available on the Website and in e-mail communications to Users. Short-term discounts shall be valid for less than 1 calendar month. Information about Short-Term Discounts shall be included only within the product card or purchasing process to which they apply. The User should always verify the validity of Short-Term Discounts just before starting the purchasing process. The validity period of the Short-Term Discount shall be specified in the information placed next to the information about the Discount itself or in another explicit manner within the Online Store (e.g. as a banner, pop-up, information bar, etc.). The User may at any time confirm the terms of a given Discount, including the amount and availability period, particularly in the case of the Short-Term Discount, by contacting the hotline at: +48 500 900 550 or using the e-mail address mediclub@mediclub.pl.

§ 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 Terms and Conditions. The User shall be prohibited from providing content of an unlawful character, which is discussed in detail 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;
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 (in the cases specified §2(6) of the Terms and Conditions;
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) browsing (in the Account) the history of orders placed in the Online Stores, which includes, in particular, information on the value of the order, the date of the order, the status of the order, the subject of the order, in accordance with §2(6) of the Terms and Conditions (in the case of purchases made on the website of the Online Stores specified in Appendix 3 to the Terms and Conditions, regardless of saving them in the MediClub Account, they will be separately and independently stored by the Seller within this Online Store);
j) possibility of temporary deactivation of the Account in accordance with §6(2) of the Terms and Conditions (for a detailed technical description of what temporary deactivation of the Account is and how it differs from deletion of the Account, see [mediclub.pl](https://www.mediclub.pl), "Q&A" section);
k) possibility of completing surveys concerning the User's preferences or health (in this case, the provision of the service may be subject to the User's additional consents);
k) possibility to receive notifications (via e-mail or text messages, MMS, notifications on the website or in the web browser – so-called Web Push notifications) on Benefits, as well as notifications aimed at improving health care awareness.
m) Virtual MediClub Card.

- Elements specified in item 2(a-b) make up the Free Service.
- Elements specified in item 2(c-m) 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, including Discounts following §2(12) of the Terms and Conditions.
- The content provided as part of notifications aimed at improving health care awareness cannot be considered the provision of medical services (e.g. advice taking into account the specific situation of the User), unless 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 the use of the Electronic Service.

- In order to use the Free Service, it is necessary to read the text of these Terms and Conditions that is available at <https://www.medistore.com.pl/en/a/regulamin-mediclub/> or on the websites of the Online Stores specified in Appendix 3 in the course of registering an Account. Before starting to use the Free Service, the User shall be able to read the text of the Terms and Conditions and to download them to his/her device (free of charge). The User shall be obliged to comply with the provisions of the Terms and Conditions.
- To use the Restricted Service, the User must register the Account on the Website.
- Registration may take place:
 - a) in a "traditional way" – in order to register an Account on the Website it is necessary to provide personal data (including e-mail address) and set up a User password (in this case, the Account is created at <https://www.medistore.com.pl/en/> as well as via the websites of the Online Stores (see definition §1 above). Link to registration form:
 - the User can obtain it by scanning the QR code at the Provider's or Internal Partners' facilities specified in Appendix 4 of the Terms and Conditions;
 - it can be provided, also at the User's request, during the visit to the Provider's or Internal Partners' facility specified in Appendix 4 of the Terms and Conditions;
 - b) by telephone call via the Provider's hotline or the hotlines of selected Internal Partners (specified in Appendix 4 to the Terms and Conditions).
 - c) Through registration forms available on the websites or mobile applications of the Provider or other selected internal Partners specified in Appendix 4 to the Regulations (in this case, when creating an account in a service other than MediClub, the User consents to the personal data provided being transferred to the Provider or used by the Provider for the purpose of creating an Account in MediClub).
 - d) In the event of a visit to a certain Provider's facilities. In this case, if the User wishes to create an Account in MediClub, the Provider will send an SMS to the telephone number provided by the User requesting acceptance of the Terms and Conditions. If the User accepts the Terms and Conditions, the Provider will additionally send an activation link to the e-mail address provided by the User in accordance with item 6 below.
- In the case referred to in item 4(a), after selecting the "register" button or in the case of a telephone call (item 4(b)), after expressing the wish to register an Account, the User will receive an activation link at the provided e-mail address. In the case referred to in item 4(c), the User additionally authorises (and grants their consent to this extent) the Provider to obtain data (to the extent necessary for the registration of the Account) from the Internal Partner specified in Appendix 4 to the Terms and Conditions for the purpose of registering the Account, so that the User does not have to provide their personal data again. In the case

referred to in item 4(c) above, the User will also receive an activation link, which will be sent to the e-mail address provided by the User.

- 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 Terms and Conditions. The conclusion of the Restricted Service Contract also allows for using the additional services specified in the Terms and Conditions, including the Benefits.
- 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 Terms and Conditions and conclusion of the Contract (including setting up an Account), as well as the terms of this Contract (Terms and Conditions).
- 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.

The User may use the Account via the website medistore.com.pl or the websites of Online Stores specified in Appendix 3 to the Terms and Conditions. Also, in the case of logging in via these websites, the Account is used in the IT system managed by the Provider.

- Using the Electronic Service always involves typical risks related to using the Internet and online services. In particular, access to the User Account should be protected by a sufficiently strong password. It is also necessary to protect 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 Terms and Conditions). 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 Terms and Conditions).
- 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 to 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 the 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 install 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 the consequences of not installing the update;

b) the failure to install or improper installation was not due to errors in the installation instructions 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 is entitled to terminate the Electronic Service Contract (restricted) at any time, thereby ending the use of all the services specified in the Terms and Conditions. Termination may occur:
 - by sending a declaration to the e-mail address specified in §2 of the Terms and Conditions,
 - by telephone following §2(3) of the Terms and Conditions.

Regardless of this, the User may temporarily deactivate the Account - following §3 of the Terms and Conditions - using the feature available in the "Your Statements" tab.

Temporary deactivation of an account does not constitute deletion or termination of the Service. During deactivation, the User:

- cannot use the Account features;
- has no access to Benefits (including Discounts);
- does not receive the messages referred to in §3 of the Terms and Conditions.

If there is a request to terminate the Restricted Electronic Service Contract, within 72 hours, the Provider shall send an e-mail confirmation of accepting the User's declaration (to the address specified on the Account). The provision of the Service shall be terminated no later than 72 hours after the Provider sends this information. 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 Terms and Conditions (due to the 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 or blocking the Account, the request to cease breaches with the time limit of at least 7 days shall be sent, unless termination of the contract or blocking the access to the Account 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 the unlawful nature of data or related activities. The Provider shall immediately block access to such data.
- In the case of non-use of 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's 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 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 following the provisions of the GDPR). Despite deleting the Account, the Provider can process personal data of the User (e.g. transaction history that was available in the Account) including 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 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. 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, 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 form attached to the Act of 30 May 2014 on consumer rights. 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 Consumer Rights Act, 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 the rights of the consumer referred to in section 13.
- 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 in an up-to-

date version (Google Chrome, Mozilla Firefox, Microsoft Edge, Opera or Safari).

§ 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, as well as for each case of breach.
- Liability principles in the case of the Paid Contract (including for providing a defective item) are specified in the Online Store Terms and Conditions. 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. This shall not limit the Provider's liability for Benefit, including a discount (e.g. a price discount for Users), as referred to in §2(10) of the Terms and Conditions.
- 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 Terms and Conditions. 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 the provisions of the Consumer Rights Act:
 - 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 to bring 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 Consumer Rights Act, 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 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 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.
- 7. 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 Consumer Rights Act).
- Complaints can be filed by the User:

It is possible to contact the Provider in a fast and effective way by calling the telephone number +48 500 900 550, available on weekdays, from 8:00 to 16:00, 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.

Traditional correspondence can be addressed to: Medicover Sp. z o.o., Al. Jerozolimskie 96, 00-807 Warszawa (we recommend adding the "MediClub" annotation).

- The Provider shall examine the complaint and notify the User thereof immediately, no later than within 14 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: http://www.uokik.gov.pl/spory_konsumenckie.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 organisation whose statutory tasks include consumer protection (such as the Consumer Federation, Association of Polish Consumers). Advice is provided by the Consumer Agency at the free consumer hotline number 800 007 707 and by the Association of Polish Consumers at the e-mail address porady@dlakonsumentow.pl.

§ 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 Terms and Conditions and Final Provisions

- The Provider reserves the right to amend these Terms and Conditions for important reasons specified below:
the Terms and Conditions must be amended as a result of amendments to binding universal legal regulations that directly affect the content of the Terms and Conditions – in this scope, respectively;
amendments for security reasons, including those aimed at preventing the use of the service in a manner inconsistent with the law;
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;

improving the transparency of the provisions of the Terms and Conditions;

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 Terms and Conditions on a durable medium (to the e-mail address specified for the Account), while making available the new text of the Terms and Conditions to download, 30 days in advance, giving the possibility of terminating the Contract in the manner specified in § 6 of the Terms and Conditions. Previous versions of the Terms and Conditions shall also be made available on the Website.
- Amendments to the Terms and Conditions 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 Terms and Conditions, 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 Terms and Conditions, 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 elimination of errors);
 - modifications extending the scope of the Electronic Service.In such a 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 Terms and Conditions (i.e. are not an amendment to the Terms and Conditions) and are not subject to section 5 shall be made in compliance with the following principles:
 - a) the condition specified in § 10(1) is met;
 - b) the Provider provides, 30 days in advance, a notification on a durable medium (e.g. to the 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 Terms and Conditions shall apply respectively.
- Matters not regulated in the aforementioned rules shall be governed by binding universal legal regulations.
- As a rule, the Electronic Service Contract shall be concluded in Polish (this is the default language setting). Similarly, the Website is operated in Polish. However, the User may select English during registration, in which case the Terms and Conditions and the Website shall be provided in English. The Website is addressed to persons located in the territory of the Republic of Poland.
- Failure to provide the Terms and Conditions may be understood as excluding or limiting the rights of Consumers.
- The Terms and Conditions are effective as of 15 July 2022, as amended.
- Appendixes:
 - a) Appendix no. 1 – Contract Withdrawal Form (if applicable)
 - b) Appendix no. 2 – Terms and Conditions for Determining whether the Digital Content or Service Conform with the Contract
 - c) Appendix no. 3 - List of Online Stores
 - d) Appendix no. 4 - List of External Partner

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.

It is possible to contact the Provider in a fast and effective way by calling the telephone number +48 500 900 550, available on weekdays, from 8:00 to 16:00, 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.

Traditional correspondence can be sent to Medicover Sp. z o.o., Al. Jerozolimskie 96, 00-807 Warszawa (we recommend adding the "MediClub" annotation).

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 Consumer

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 Terms and Conditions for Determining whether the Digital Content or Service Conform with the Contract (Summary of Provisions of the Consumer Rights Act)

Article 43k of the Consumer Rights Act

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

- *The digital content or digital service conforms 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 install the updates made available by the trader in accordance with section 3 within a 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 its 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 Consumer Rights Act shall apply respectively to the integration of the digital content or digital service.

Attachment No. 3 - Online Stores

Website: sklep.damian.pl

Website: sklep.mindhealth.pl

Designation of the leading entity: Centrum Medyczne Damiana Holding sp. z o.o., with its registered office in Warsaw, address: ul. Wałbrzyska 46, 02-739 Warszawa

Website: **sklep.medicover.pl**

Website: **medistore.com.pl**

Website: **medicovervital.pl**

Designation of the leading entity: Medicover Sp. z o.o., with its registered office in Warsaw, address: Al. Jerozolimskie 96, 00-807 Warszawa

Website: **sklep.rehasport.pl**

Designation of the leading entity: Rehasport Clinic sp.z o.o., with its registered office in Poznań, address: ul. Górecka 30, 60-201 Poznań

Website: **store.synevo.pl**

Designation of the leading entity: Medicover Sp. z o.o., with its registered office in Warsaw, address: ul. Zamieniecka 80/401 04-158 Warszawa

Appendix 4 - Internal Partners

- Well Fitness sp. z o.o., ul. Jana Długosza 74, 51-162 Wrocław
- Elford sp. z o.o., Al. Jerozolimskie 96, 00-807 Warszawa
- Just GYM sp. z o.o., ul. Starołęcka 42C, 61-361 Poznań
- Premium Fitness & Gym sp. z o.o., ul. Jana Długosza 74, 51-162 Wrocław
- McFIT Polska Sp. z o.o. ul. Jana Długosza 74, 51-162 Wrocław
- Smart Platinum sp. z o.o., ul. Juliusza Lea 116, 30-133 Kraków
- Just Fit sp. z o.o., ul. Juliusza Lea 116, 30-133 Kraków
- Centrum Medyczne Damiana Holding sp. z o.o., ul. Wałbrzyska 46, 02-739 Warszawa
- Rehasport Clinic sp. z o.o., ul. Górecka 30, 60-201 Poznań
- Centrum Medyczne Ujastek sp. z o.o. (Grupa Neomedic), ul. Ujastek 3, 31-752 Kraków
- Topmed sp. z o.o. (Grupa Neomedic), ul. Ujastek 3, 31-752 Kraków
- Medikor III sp. z o.o. (Grupa Neomedic), ul. Ujastek 3, 31-752 Kraków
- Dom Lekarski sp. z o.o., ul. Rydla 37, 70-783 Szczecin
- Centrum Medyczne MML sp. z o.o., ul. Bagno 2, 00-112 Warszawa
- Centrum Diagnostyczno -Terapeutyczne „Medicus” sp. z o.o., ul. Leśna 8, 59-300 Lubin

[Download the MediClub Terms and Conditions effective until 31.08.2025](#)

[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](#)