

# Regulations for the provision of electronic services by MedicaExpert Conference

## PREAMBLE

### **1. Regulations**

These Regulations for the provision of electronic services by MedicaExpert Conference Mateusz Lubarski have been drawn up on the basis of universally applicable provisions of Polish law.

The scope of the regulation primarily includes:

- terms and conditions of use and operation of the [www.medicaexpert.pl](http://www.medicaexpert.pl) website;
- rights and obligations of registered users of the [www.medicaexpert.pl](http://www.medicaexpert.pl) website;
- rights and obligations of MedicaExpert Conference being the operator of the website [www.medicaexpert.pl](http://www.medicaexpert.pl);

Reading and accepting the content of these Regulations is a condition for registration on the [www.medicaexpert.pl](http://www.medicaexpert.pl) website. The User may undertake further actions after prior acceptance of all its provisions.

### **2. Internet portal**

The aim of the [www.medicaexpert.pl](http://www.medicaexpert.pl) website is to be a reliable and up-to-date source of knowledge and information on medical conferences organised by MedicaExpert Conference - primarily for doctors, dentists, pharmacists, healthcare managers, students of universities and medical academies, medical professionals and patients - available on the Internet.

### **3. Copyright and related rights; moral rights**

MedicaExpert Conference attaches great importance to respecting the personal rights and copyrights of the authors of works that are made available in the resources of the web portal or are distributed via the online shop operated by MedicaExpert Conference. Therefore, MedicaExpert Conference informs that any actions taken by Users or third parties that infringe the copyright or related rights of the authors or publisher or the personal rights of the aforementioned persons will result in consequent legal action by MedicaExpert Conference aimed at restoring the lawful status or obtaining appropriate compensation.

## GENERAL PROVISIONS

### §1 Definitions

Terms used in these regulations shall mean:

1) *"MedicaExpert Conference"* - MedicaExpert Conference Mateusz Lubarski with registered office in Miechów Wesoła 9 Street, 32-200 Miechów, mailing address: Bociana 4c/33 Street, 31-231 Kraków, NIP: 6591496495, REGON:120464850 being the administrator of the [www.medicaexpert.pl](http://www.medicaexpert.pl) website.

To contact the MedicaExpert Conference, please send an email to the following email address: [biuro@medicaexpert.pl](mailto:biuro@medicaexpert.pl);

2) *"Service" or "Internet portal"* - an organized IT and information platform connected to the Internet, created and operated by MedicaExpert Conference under the domain [medicaexpert.pl](http://medicaexpert.pl), enabling Users to use the resources of a specialized Internet service where information from the medical field is published, in particular as part of organized medical training and conferences, and enabling Users to register and purchase via the Internet active participation in a conference/training . In these Terms of Use the equivalent term "Internet portal" shall be used to denote the Website;

3) *"Regulations"* - this document regulates in particular the terms and conditions of use and operation of the website, the rights and obligations of users, the rights and obligations of MedicaExpert Conference which is the operator of the web portal and any possible attachments to this document mentioned in its content, which form an integral part thereof;

4) *"Person"* - a natural person, a legal person, as well as an organizational unit that is not a legal person and to which the applicable legislation confers legal capacity

5) *"Registered User"* - an adult natural person with full legal capacity, who as a result of successful registration in the web portal, including acceptance of the Terms of Use, has gained access to the services offered by the Website. The User may also be a minor or an adult who does not have full legal capacity, provided that his or her statutory representative consents to registration in the web portal, including acceptance of the Rules and Regulations. MedicaExpert Conference is not responsible for the actions of persons referred to in the preceding sentence and the consequences of their actions if they act without the required consent of the statutory representative. Users are also other persons if they act through their authorised representatives. The Regulations may specify categories of Registered Users and the scope of access to Materials collected on the Website for individual categories of Registered Users;

6) *"Unregistered User"* - an adult natural person with full capacity to legal activities, which gained access to services offered by the Website, which are not reserved for provision exclusively to registered Users. A non-registered User may also be a minor or an adult who does not have full legal capacity, provided that they first obtain the consent of their statutory representative, including acceptance of the Regulations. MedicaExpert Conference shall not be liable for the actions of persons referred to in the preceding sentence and the consequences of their actions if they act without the required consent of their statutory representative. Users are also other persons if they act through their authorized representatives;

7) *"User"* - Registered User or Unregistered User;

- 8) *"Operator"* - MedicaExpert Conference;
- 9) *"Account"* - a place on the Website accessible to the User, through which the User enters, manages and sends data in the structure of the Website, after having successfully registered and logged in to the Website;
- 10) *"Login"* - the name of the User on the Web Portal, which was chosen by the User at the stage of Account registration;
- 11) *"Registration"* - the procedure for setting up an Account on the Website;
- 12) *"Newsletter"* - MedicaExpert Conference e-newsletter and specialist newsletters;
- 13) *"Materials"* - all information placed on the Website by the Operator constituting works within the meaning of the Act on Copyright and Related Rights of 4 February 1994 (i.e. Journal of Laws of 2006, No. 90, item 631, as amended);
- 14) *"Store"* - the Online Store operated by the Operator as part of the Website;
- 15) *"Active participation in a conference/training course"* - personal participation in a conference/training course organized by MedicaExpert Conference, in a selected medical field, made possible by registering and purchasing the service online;
- 16) *"Customer"* - The person purchasing the service of active participation in a conference/training course from the Store;
- 17) *"Business Day"* - a day of the week from Monday to Friday, excluding public holidays;
- 18) *"Civil Code"* - the Act of 23 April 1964, the Civil Code (i.e. Journal of Laws of 2014, item 121, as amended),
- 19) *"Consumer"* - a User who is a consumer within the meaning of the Civil Code generally, the applicable laws, and in particular within the meaning of Article 22<sup>1</sup>
- 20) *"Consumer Rights Act"* - Act of 30 May 2014 on consumer rights (Journal of Laws 2014, item 827).

## **§2 Technical conditions for using the Service; prohibition on illegal content**

1. In order for Users to correctly use the services available on the Website, including for effective registration and logging in, it is jointly necessary:

- 1) connection to the Internet;
- 2) having equipment that makes it possible to access Internet resources;
- 3) the use of a web browser capable of displaying hypertext documents on the screen of the device, linked to the Internet via a web-based service and supporting the JavaScript programming language, as well as accepting cookies;
- 4) in the case of registered Users, possession of an active electronic mail (e-mail) account.

2. In the event that MedicaExpert Conference provides Users with the functionality to provide content within the Service, for such circumstances MedicaExpert Conference expressly stipulates that it is categorically prohibited to place any unlawful content on the Service, in particular content calling for racial, ethnic, religious hatred, containing pornographic content, praising fascism, Nazism, communism, propagating violence, offending religious feelings, violating the rights of others, etc.

3. The Operator has the right to remove any unlawful content mentioned in section 2 without prior notice.

### **§3 Services**

1. The Operator enables the Users to purchase the services offered by it - the service of active participation in the conference/training course - under the conditions specified in these Terms and Conditions.
2. The Operator, with the consent of Registered Users, shall send the Newsletter to their e-mail addresses indicated during registration. Detailed rules for sending and using the Newsletter are defined in § 4 below.
3. The Operator provides the Users with a service consisting of free access to Materials and other data collected on the Website, under the conditions specified in the Regulations. Access to the Materials, referred to in the following paragraphs, is provided exclusively to registered Users.

### **§4 Newsletter**

1. Every registered user, if they agree, receives a Newsletter from the Operator.
2. The Newsletter may be sent twice a week to the electronic mail (e-mail) address indicated by the User during Registration.
3. The User may unsubscribe from the Newsletter at any time by clicking on the appropriate link in each Newsletter.

### **§5 Shop**

1. The Operator makes it possible to purchase the service of active participation in the conference/training course in the Store via the Internet.
2. Users, natural persons with full legal capacity, legal persons and organizational units that are not legal persons with legal capacity are authorized to purchase the service of active participation in a conference/training course in the Shop, provided that the registration form is filled in correctly and the Regulations are accepted.
3. Placing an order shall be understood as correct completion of the order form made available by the Operator on the Website under the tab "Registration". Data entered into the form must contain true information. Successful placement of an order shall be confirmed by an e-mail sent to the e-mail address provided in the registration form.
4. Information on the total value of the order is presented on the website after the Customer has selected payment.
5. If you provide incomplete data in the registration form, your order will not be accepted. Also, in certain situations (e.g. technical failure, product unavailability) it may not be possible to place an order. In such cases, the customer obtains

the ability to print a browser view of the page confirming that registration is not possible.

6. The Operator confirms acceptance of registration for the event by sending an e-mail to the e-mail address specified in the order form. The contract is concluded upon receipt by the Customer of the Order Confirmation, whereby receipt of the Order Confirmation shall be understood as entry of the e-mail message into a data communication network in such a way that the recipient of the message is able to read it.

7. The operator refuses to accept an order by sending an e-mail to the e-mail address given in the order form, in the event that the execution of the order is not possible in this case (in particular for technical reasons).

8. An email about the acceptance or refusal of an order is sent as soon as possible but no later than 7 working days after the order is placed.

### **§6 Store. Terms of payment**

1. Prices provided by the Operator for purchase of the service of active participation in the conference/training course are given in euro and are gross prices, i.e. they include the goods and services tax.

2. The Operator reserves the right to change the purchase prices of the service of active participation in the conference/training on offer, introducing new services to the offer of the Store, conducting and cancelling promotional actions, including discounts and rebates in the Store and introducing changes in them. Placed orders are fulfilled by the Operator according to the status and prices from the moment of order placement. In the event that a change of assortment or prices occurs after the Customer has opened the Order Form but before the order is completed, placing an order shall not be possible and the Customer shall be informed (via the website),

3. When filling in the order form, the Customer may choose a form of payment upon the receipt of goods, he may also use other forms of payment made available to him by the Operator.

4. The operator offers 4 payment methods:

- a. bank transfer - registration is suspended until payment has been credited.
- b. payment via t-pay system - confirmation of registration is sent immediately after payment is made by the system.
- c. payment via PayPal - confirmation of registration is sent immediately after payment is made through the system.
- d. payment via PayU - confirmation of registration is sent immediately after payment is made through the system.

### **§7 Out-of-court complaint and redress procedures**

1. The User and the Customer are entitled to lodge a complaint in accordance with the rules specified in the Rules and Regulations and applicable provisions of generally applicable law.

2. Moreover, the User and the Customer have the right to make use of other out-of-court and court ways of dealing with complaints and asserting claims. In particular, the User or the Customer who is a Consumer may:

- 1) apply to a permanent amicable consumer court operating at the Trade Inspection with a request to settle a dispute arising from the concluded sales agreement,
- 2) apply to the Voivodship Inspector of Trade Inspection to initiate mediation proceedings for an amicable settlement of the dispute,
- 3) obtain free assistance in resolving a dispute from a county (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.

## **§8 Right of withdrawal from a distance contract**

1. Pursuant to the Consumer Rights Act, a Consumer may, under the terms and conditions of this Act (Articles 27-38), withdraw from an agreement concluded remotely (in particular via an online service) within 14 days.

1a. The right of withdrawal from a distance contract shall not apply to the consumer in respect of agreements referred to in Article 38 of the Act on Consumer Rights, in particular contracts for the supply of digital content which is not recorded on a tangible medium, if the performance of services has begun with the consumer's express consent before the expiry of the deadline for withdrawal and after having been informed by the trader about the loss of the right of withdrawal.

2. The Customer may withdraw from the contract by making a declaration of withdrawal. This declaration can be made using a model form (in accordance with Appendix No. 2 to the Act on Consumer Rights), which constitutes an attachment No. 2 to the Regulations. In order to meet the deadline it is sufficient to send the declaration before its expiry.

3. The Operator shall reimburse all payments made by the Consumer immediately, but no later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal.

4. The Operator shall reimburse the payment using the same means of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of reimbursement which does not incur any costs for him (and especially if the Consumer has provided in the statement of withdrawal the bank account number to which the reimbursement is to be made).

5. In addition, the rules for withdrawal from the agreement have been explained in the instruction (in accordance with Appendix 1 to the Act on Consumer Rights), which is attached as Annex 1 to the Regulations.

## **§9 Principles of use of Materials collected on the Website; copyright protection, legal liability for infringements**

1. Any and all property copyrights to the materials placed on the Website shall be vested in the Operator or third parties, which have granted the Operator the authorization to use the materials to the extent enabling the Operator to make the materials available to Users in such a manner, to such an extent and under such conditions as specified in the Terms of Use and commonly applicable laws.

2. The materials constitute works within the meaning of the Act on Copyright and Related Rights of 4 February 1994 (i.e. Journal of Laws of 2006, No. 90, item 631, as amended)

3. Users may use the Materials only for permitted personal use within the meaning of the Act on Copyright and Related Rights of 4 February 1994 (i.e. Journal of Laws of 2006, No. 90, item 631, as amended).

4. Any use of the Materials not constituting permitted personal use as referred to in paragraph 3 of this section shall be prohibited and shall constitute an infringement of copyright.

5. Without the express prior written consent of the Operator or other entity, which owns the copyrights or performance rights to the Materials, it is forbidden to distribute the Materials in the original version or in the form of elaboration in any way, as well as to record and copy the Materials in the original version or in the form of elaboration in any way for distribution outside the scope of permitted personal use.

6. Any person who infringes the author's economic rights to Materials placed in the Service may be held civilly liable by the Operator or any other entity to which such rights are vested, and in particular the entity whose author's economic rights have been infringed may demand from the persons committing the infringement:

1) omission of an infringement,

2) remove the effects of the infringement,

3) compensation for damage caused:

a) on general principles;

b) by paying a sum of money equal to twice, and where the infringement is culpable, three times, the amount of the appropriate remuneration which would be due at the time of the claim in respect of the authorization granted by the right holder to use the work;

4) surrender of the benefits obtained;

5) publishing in the press a statement of appropriate content and form on one or more occasions, or making public part or the whole of a decision of a court in the case, in the manner and to the extent specified by the court;

6) payment by a person who infringed the author's economic rights of an appropriate sum of money, not lower than two times the amount of probable benefits gained by the perpetrator from the infringement, for the benefit of the Fund for Promotion of Creativity, if the infringement is culpable and it was committed within the framework of business activity conducted in somebody else's name or in his own name, if only for somebody else's account.

7. Notwithstanding liability for infringement of proprietary copyrights, you shall be fully liable under civil law for any infringement of the personal copyrights of the creators of the Materials.

8. The User declares that he/she is aware that he/she may bear criminal liability for infringement of his/her proprietary copyrights to the extent and under the conditions specified in the Act on Copyright and Related Rights of 4 February 1994 (i.e. Journal of Laws of 2006, No. 90, item 631, as amended).

## **§10 Acceptance of Terms and Conditions, conclusion of contract**

1. Use of the Website constitutes acceptance of the Terms and Conditions in full.

2. The Registered User accepts the Terms and Conditions by completing the Registration.

3. Acceptance of the Regulations is tantamount to the User entering into an agreement with the Operator for the provision of the services specified in the Regulations.

### **§11 Registration, User Account**

1. Any unregistered User may register on the Website.

2. Registration is made by filling in the registration form available in the "Registration" on the individual conference page. A collection of all events is presented on the website at URL: [https://www. medicaexpert.pl/](https://www.medicalexpert.pl/)

3. To complete the Registration, you must:

- 1) select the event in which the participant wishes to take part by clicking on the appropriate link at [www.medicalexpert.pl](http://www.medicalexpert.pl)
- 2) go to the "Registration" tab
- 3) click on the "Go to registration" button
- 4) select one of the categories available on the first page of the registration form;
- 5) complete the registration form, whereby the completion of data marked with an asterisk is mandatory for registration on the Website;
- 6) accept the Terms and Conditions by ticking the relevant checkbox;

4. After the registration, the Operator creates a User Account for the User - if the User so wishes during the registration by clicking on the button "Create Account"

5. A User has access to Materials available to registered Users and to an Account after logging on to the Website using the Login and password given in the registration form; subject to the conditions specified in paragraph 4 of this article.

6. The registered user has the right to change his/her data included in the registration form at any time.

### **§12 Deletion of User Account, Termination of Contract**

1. The user has the right to request the Operator to delete the user account, and the Operator is obliged to delete the account immediately upon such request.

2. The request referred to in the preceding paragraph must be submitted to the Operator in writing, specifying the Login and Password identical to those provided by the registered User in the registration form and sent by registered mail with acknowledgement of receipt to the correspondence address of the Operator.

3. The request to delete the Account is tantamount to a declaration of termination of the contract.

4. The Agreement shall be terminated upon service of the request referred to in paragraph 2 above.



5. The Registered User may also terminate the Agreement, at any time, by submitting to the Operator a written statement to this effect together with the Login and Password identical to those provided by the Registered User in the registration form; the termination shall be effective upon delivery.

6. The Operator shall delete the Account immediately after delivery of the statement referred to in the preceding paragraph.

7. The operator may terminate the contract and delete the account of a user who violates the provisions of these regulations, despite prior request by the operator to desist from violations and setting an appropriate period of time.

8. The User shall be informed of the fact of termination of the contract in accordance with the preceding paragraph by e-mail sent to the e-mail address provided by the User in the registration form.

### **§13 Personal data**

1. The administrator of personal data is the Operator. The provision of personal data is voluntary, however, it is necessary in the event that the User decides to register on the Website, in the extent to which it is necessary for the provision of services by the Operator.

2. Personal data shall be used by the Operator solely for the purpose of registration and proper performance of the service in accordance with the provisions of the Personal Data Protection Act of 29 August 1997 (i.e. Journal of Laws of 2002, No. 101, item 926, as amended) and the Provision of Electronic Services Act of 18 July 2002 (Journal of Laws of 2002, No. 144, item 1204, as amended).

3. The personal data processed by the Operator includes all data required in the form for registration and additional data, if provided by the user.

4. The User's personal data will not be accessible in any way to other Users of the Website.

5. If the User provides the Operator with personal data, these will be processed by the Operator only to the extent necessary to enable proper access to the services offered by the Operator, including the extent necessary to carry out the registration of the User and to enable proper logging on the Website.

6. Each User is entitled to inspect their personal data and to correct and request their deletion. This is done by sending an e-mail to the Operator with the relevant request to the following e-mail address: [biuro@medicaexpert.pl](mailto:biuro@medicaexpert.pl).

7. In order to inform the User about the method, purpose and other important elements of the processing of personal data, a separate document - Privacy Policy - is established, which can be found on the website [www.medicaexpert.pl](http://www.medicaexpert.pl) under "More information" - "Privacy Policy".

### **§14 Exclusion of liability of the Operator**

1. The Operator shall not be liable for interference in the proper functioning of the Website or loss of the User's data resulting from force majeure, third parties

and as a result of the Operator's activities aimed at improving the functionality of the Service. The Operator undertakes to inform Service Users as far in advance as possible of interruptions in its functioning, in particular of maintenance breaks.

2. The Operator shall not be liable for the actions of third parties consisting of use of the Materials placed on the Website contrary to the generally applicable law or these Terms of Use.

3. Furthermore, the Operator shall not be liable towards Users and third parties for

1) the content of the data provided by Users in the registration forms;

2) any damage to the User caused by incorrect recording or reading of the data downloaded by the Users;

3) the manner in which the Accounts will be used by Users;

4) content and other contents of the sent messages on the mail server (the reliability of accounts is not controlled);

5) damage caused by the shutdown or failure of an IT system, power grid failure;

6) inability to log on to the Website caused, in particular, by the quality of the connection, the breakdown of the ICT system or the power network, incorrect configuration of the User's software.

4. The User shall be solely responsible for the content of messages sent by e-mail to the Operator, including his/her own criminal liability for illegal activities.

5. The Operator may enable Users to access services provided by third parties via the Website, in which case the Operator shall not be liable for any acts or omissions of such third parties.

## **§15 Promotion and publicity**

1. Advertisements and announcements may be placed on the Website, with payment, on terms and conditions specified in separate agreements and in accordance with generally applicable law.

2. The Operator reserves the right to freely select advertisements and announcements, taking into account in particular their compatibility with the character of the Service.

3. The Operator reserves the right to limit access to the advertisements, which are restricted by the law in terms of their availability to the general public.

## **§16 Complaints**

1. Each User has the right to lodge a complaint in matters related to the functioning of the Service, as well as the performance of services by the Operator.

2. Complaints should be submitted by e-mail to [biuro@medicaexpert.pl](mailto:biuro@medicaexpert.pl) or by post to the address of the Operator.

3. The Operator shall consider the complaint within 14 working days from the date of its receipt. The user agrees to send the answer to the complaint by the Operator in a form of an e-mail. The Operator reserves the right not to answer the complaint in case of its obvious groundlessness, e.g. repeated lodging of a complaint based on the same allegation as the earlier complaint of the given User, not taken into consideration by the Operator. Complaints resulting from non-compliance with the provisions of the Regulations shall not be taken into consideration.

4. The response to the complaint shall be sent to the User at the address provided by the User in the complaint.

5. The Operator reserves the right to extend the period specified in subparagraph 3 in case when examination of a complaint requires special knowledge or encounters obstacles for reasons not attributable to the Operator (equipment or Internet network failures, etc.). Moreover, the Operator reserves that examination of a complaint may require obtaining additional explanations from the User - the time of providing the explanations by the User shall each time extend the period of examination of the complaint.

### **§17 Amendments to the Rules of Procedure**

1. The Operator reserves the right to make changes to the Terms and Conditions.

2. Any changes to the Terms and Conditions will be displayed on the Website and will take effect from the date of publication.

3. The User will also be notified of changes to the Terms and Conditions by e-mail, to the address specified in the registration form.

4. If the User does not reject the amendments to the Terms of Use in the manner indicated in the e-mail referred to in the preceding paragraph or in the information referred to therein, it shall be deemed that the User accepts the amendments to the Terms of Use and they shall be binding upon the User from the day indicated by the Operator as the effective date of the amendments to the Terms of Use.

5. If the User rejects the changes to the Terms and Conditions, the contract shall be terminated at the time of rejection of the changes.

6. Amendments to the Rules shall be binding for unregistered Users from the day indicated by the Operator as the effective date of amendments to the Rules.

### **§18 Final provisions**

1. The regulations are effective as of 28.02.2019.

2. The Rules of Procedure are available on the following website: [www.medicalexpert.pl](http://www.medicalexpert.pl)  
at  
"More information" - "Registration Regulations".

3. The applicable law is Polish law, including in particular: Civil Code, Act of 18 July 2002 on provision of services by electronic means (Journal of Laws of 2002 No. 144, item 1204 as amended).

4. Any disputes arising between the Operator and the Users shall be adjudicated by the materially competent common court with its registered office in Poznań, with the proviso that this provision shall not be binding upon consumers within the meaning of the Civil Code.

## **Annex 1 to the Rules of Procedure**

### **Information on exercising the right of withdrawal** **NOTICE OF WITHDRAWAL**

#### **1. Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

In order to exercise your right of withdrawal, you must inform us (MedicaExpert, ul. Bociana 4c/33 31-231 Kraków, tel.: +48 608 309 936 , e-mail: [biuro@medicaexpert.pl](mailto:biuro@medicaexpert.pl)) of your decision to withdraw from this contract by an unequivocal statement (for example, a letter sent by post or e-mail).

You may use the model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### **2. Effects of withdrawal**

In the event of withdrawal from this contract, we shall reimburse to you all payments received from you without delay and in any event not later than 14 days from the day on which we are informed about your decision to exercise your right of withdrawal from this contract. We will reimburse you using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## **Annex 2 to the Rules of Procedure**

### **Withdrawal form**

(this form must be completed and returned only if you wish to withdraw from the contract)

Addressee:

MedicaExpert Conference Mateusz

Lubarski Ul. Bociana 4c/33 31-231

Kraków

Tel: +48 608 309 936

Email: [biuro@medicaexpert.pl](mailto:biuro@medicaexpert.pl)

I/We(\*) hereby give notice(\*) of my/our withdrawal from the contract for the provision of active participation in the conference/training course (\*)

1. Date of conclusion of the contract

2. Name of conference/training(\*)

3. Name of consumer(s)

4. Address of consumer(s)

5. Signature of consumer(s) (only if the form is sent on paper)

6. Date

(\*) Delete as appropriate.