

# REGULATIONS FOR THE PROVISION OF ELECTRONIC SERVICES

## §1

The Regulations for the provision of electronic services, hereinafter referred to as the Regulations, define the rules for the provision of electronic services at the Internet address [clinic.stronazen.pl](http://clinic.stronazen.pl), which is managed by Anna Rosowicz-Lipowczan conducting business activity under the name CRA Anna Rosowicz-Lipowczan, NIP: 6792677080, Level 5 & 6, Louis Vuitton Orjin Building Abdi Ipekci Bostan Street 15 Nisantasi Sisli Istanbul Turkey 34367, e-mail address: [contact@clinicals.pl](mailto:contact@clinicals.pl).

## §2

### Definitions

The following terms within the meaning of the Regulations are given the following meanings:

- 1) **Regulations** – these regulations for the provision of electronic services,
- 2) **Service Provider** – an entity indicated in §1,
- 3) **Service Recipient** – a natural or legal person performing or showing a desire to perform legal transactions with the Service Provider leading to the performance of services specified in the Regulations,
- 4) **Electronic means of communication** – technical solutions, in particular ICT devices enabling individual remote communication by the Service Provider and the Service Recipient using data transmission between ICT systems,
- 5) **Electronic address** – designation of the ICT system enabling communication by means of electronic communication, in particular electronic mail,
- 6) **Provision of electronic services** – the provision of a service provided without the simultaneous presence of the parties (at a distance), through the transfer of data at the individual request of the recipient, sent and received by means of devices for electronic processing, including digital compression, and data storage, which is entirely transmitted, received or transmitted via a telecommunications network,
- 7) **Services** – activities provided by the Service Provider via electronic means of communication, at an electronic address,
- 8) **Contact form** – a document in electronic form filled in by the Service Recipient posted on the website, enabling the Service Provider to contact the Service Recipient,
- 9) **Privacy policy** – a document regulating the protection of personal data by the Service Provider.

## §3

### General provisions

1. The website clinic.stronazen.pl is the online platform created by the Service Provider to enable the use of services provided electronically.
2. Before using the website, the Service Recipient is obliged to read the provisions of these Regulations.
3. The content presented on the online platform at monolith46.com.pl does not constitute an offer within the meaning of generally applicable law, except for those expressly indicated.
4. The Service Provider uses the mechanism of "cookies", which is described in a separate document.
5. The Service Recipient declares that the personal data provided by him are consistent with the facts, and that he has read these Regulations and the Privacy Policy and undertakes to comply with them.
6. All content and materials on the website, in particular the logotype and photographs, are intellectual property rights vested exclusively in the Service Provider.

## **§4**

### **Service**

1. The Service Provider provides the Service Recipient, via the website, with the following Services:
  - a) provides the ability to browse the content of the website,
  - b) enables familiarization with the subject of business activity conducted by the Service Provider,
2. In order to use the available Services, the Service Recipient should have access to the Internet and a web browser (Firefox, Chrome, Safari, IE, Opera, Edge) in the latest version.
3. The website is also adapted to display on mobile devices, i.e. smartphone, tablet, if the Service Recipient meets the conditions set out in paragraph 2.

## **§5**

### **Obligations of the Service Provider**

1. The Service Provider provides access to its services by providing an online platform at clinic.stronazen.pl.
2. The Service Provider provides its address – email for correspondence with the Service Recipient, as well as contact details on the website.
3. The Service Provider provides the Service Recipient with the Services indicated in §4 of the Regulations.
4. In relation to the the Service Recipient who is not a consumer, the Service Provider shall be liable only if the damage occurred as a result of the Service Provider's intentional action.

5. The Service Provider is not responsible for lost profits.
6. The Service Provider provides assistance to the Service Recipient in using the functionality of the website.
7. The Service Provider is obliged to respond to the inquiry or complaint asked by the Service Recipient.

## §6

### **Protection of personal data**

1. The administrator of the Service Recipient's personal data provided to the Service Provider is the Service Provider.
2. The Service Recipient transfers his personal data to the entity indicated in §1.
3. The Service Provider processes the Service Recipient 's personal data in order to:
  - a) Handling inquiries / comments and other purposes specified in the Regulations,
  - b) compliance with a legal obligation,
  - c) the pursuit of legitimate purposes.
4. Personal data is processed on the basis of the consent expressed by the Service Recipient, the concluded contract, the legal obligation incumbent on the Service Provider or a legitimate purpose.
5. The Service Provider collects cookies, including necessary, analytical and marketing cookies.
6. The Service Provider stores personal data for a period not longer than it is necessary for the purposes resulting from the rights of the Service Recipient and the Service Provider, unless they will be processed only for archival purposes or in the public interest or for scientific or historical research purposes or for statistical purposes pursuant to Article 89 paragraph 1 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of data, and repealing Directive 95/46/W, by appropriate technical and organisational measures.
7. The Service Recipient provides personal data voluntarily, with the reservation that failure to provide specific data may prevent the use of functionalities guaranteed by the Service Provider.
8. Regarding the processing of personal data, the Service Provider provides the Service Recipient with electronic contact at: [contact@clinicals.pl](mailto:contact@clinicals.pl).
9. The Service Recipient has the right to receive in a PDF file personal data provided to the Service Provider.
10. The Service Recipient has the right to access, rectify and supplement the personal data provided in accordance with the facts.

11. The Service Recipient may request immediate deletion of personal data, restriction of processing, as well as object.
12. The Service Provider reserves the right to process personal data, in particular when the Service Recipient has violated the provisions of generally applicable law, and the retention of personal data is necessary to clarify these circumstances, determine the Service Recipient 's liability and pursue possible claims by the Service Provider.
13. The implementation of the Service Recipient's rights referred to above is carried out by e-mail.
14. The Service Provider protects the personal data provided to it and makes every effort to protect them against unauthorized access or use by unauthorized persons, in particular by encrypting data, using a secure communication encryption protocol (SSL).
15. The service provider informs the supervisory authority about security incidents involving personal data.
16. The Service Provider transfers personal data of the Service Recipient to entities in close cooperation with the Service Provider, in particular IT and payment service providers, banks, as well as entities providing accounting services.

## **§7**

### **Final provisions**

1. To the extent not covered by these Regulations, the provisions of generally applicable law shall apply.
2. These Regulations as well as the privacy policy and cookies policy are prepared in Polish and English. In case of discrepancies, the Polish version will prevail.
3. The Service Provider reserves the right to change the Regulations in important cases, in particular in the event of a change in the functionality of the website, the Service Provider's activity or a change in the provisions of generally applicable law.
4. The Service Provider informs the Service Recipient about the amendment of the Regulations via the website, by placing a message containing a summary of the new provisions of the Regulations and the provisions being changed.
5. The Service Recipient is notified of the change in the Regulations by sending an e-mail message with the content indicated in paragraph 3.
6. If the Service Recipient does not agree to the new content of the Regulations, he is obliged to notify the Service Provider of this fact within 14 days from the date of informing about the change in the Regulations.
7. A statement of disagreement with the content of the Regulations shall be considered as termination of the contract for the provision of electronic services.
8. The Service Recipient is responsible for providing an electronic address that is incorrect, to which he has no access and for the consequences resulting from these facts.
9. The amendment to the Regulations does not affect the contracts whose implementation was initiated before the change.

10. The court competent to settle disputes arising between the Service Provider and the Service Recipient in connection with the conclusion and performance of contracts under these Regulations or of which these Regulations constitute an integral part, is the court competent for the place of the Service Provider's registered office.
11. The court competent to settle disputes arising between the Service Provider and the Service Recipient who is a Consumer, in connection with the conclusion and performance of contracts under these Regulations or of which these regulations constitute an integral part, is the competent court within the meaning of generally applicable law.
12. These Regulations constitute **an integral part of** the agreements concluded with the Service Provider.