

TERMS AND CONDITIONS OF THE CORAZZDROWIEJ.PL WEBSITE

Thank you for visiting our website available at:

<http://corazzdrowiej.pl> <https://hicora.ai> (hereinafter: “Corazzdrowiej.pl”, the “Website”, the “Service”).

Corazzdrowiej.pl is a system for managing a medical practice or medical facility, including, among others, a physician’s, physiotherapy, or dental practice. The system consists of software available through the website <http://corazzdrowiej.pl>. The functionalities of Corazzdrowiej.pl include, among others: the Cora tool, a virtual assistant preparing drafts of medical notes and medical documentation; an appointment calendar; creation of a dedicated website for a practice or medical facility enabling automated acceptance of patient appointment bookings; and a recommendation and exercise configurator for the patient.

The Service is intended for healthcare entities, that is, persons performing medical professions as well as entities operating medical facilities. Other users may browse the platform’s homepage and view educational materials available on the platform. The Service allows anyone to create an Account; however, the tools provided within the Account, whether in the free plan or in one of the paid tool packages, are intended for healthcare entities.

The structure of these Terms and Conditions is intended to establish the general rules and conditions for using the Website. These terms, if the User decides to use Corazzdrowiej.pl, govern in particular the rules of using the Website, including the software available through the site, that is, the system for managing a medical practice or medical facility.

We invite you to read these Terms and Conditions.

The Cora Team

1) ABOUT US

1. The service provider of the Website is CORAZ ZDROWIEJ (limited liability company) with its registered office in Krakow (registered office address and address for service: ul. Bonarka 8, 30-415 Krakow); entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000960776; the registry court where the company’s files are kept: District Court in Rzeszow, 12th Commercial Division of the National Court Register; share capital: PLN 6,000; Tax ID (NIP): 8133876161; Statistical ID (REGON): 521493568; email address: kontakt@corazzdrowiej.pl (hereinafter: the “Service Provider”).
2. The Service Provider is responsible for the proper provision of Electronic Services available on the Website. These services are intended for Specialists who are healthcare entities. Users who are not healthcare entities may browse the Website and view materials, including educational content.

3. These Terms and Conditions do not regulate agreements for the provision of services by Specialists using the Service to patients, including rights and obligations arising from such agreements, the manner of concluding such agreements, nor do they constitute internal rules. The Service itself does not enable booking by a potential patient of the services of a healthcare entity (Specialist) who is a User of the Service. If a Specialist, within the services of the Service, uses the option to create a separate website for their practice/facility, then booking of their services (for example, making an appointment) may be made through that individual website. In the case indicated in the preceding sentence, such booking, as well as the agreement for the provision of the Specialist's services, is governed by the terms of that website, general terms of service, or other terms separate from these Service Terms and Conditions.
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2) DEFINITIONS

The definitions used in these Terms and Conditions mean:

- a. **PRICE LIST:** the price list for Specialists' use of the Website functionalities under a Subscription.
- b. **BUSINESS DAY:** a day from Monday to Friday excluding statutory holidays.
- c. **ORDER FORM:** an Electronic Service, an interactive form available on the Website enabling the Specialist to place an Order for a selected Subscription package.
- d. **HICORA.AI, CORA ASSISTANT:** an Electronic Service, AI based software helping create and complete medical documentation.
- e. **CIVIL CODE:** the Civil Code Act of 23 April 1964 (Journal of Laws No. 16, item 93 as amended).
- f. **ACCOUNT:** an Electronic Service provided by the Service Provider to the User, enabling use of Service functionalities for healthcare entities, identified by an individual email address and password provided by the User; a set of resources in the Service Provider's ICT system containing information about the User's activities in the Service.
- g. **TERMS AND CONDITIONS:** these Website terms and conditions.
- h. **WEBSITE, SERVICE:** the Service Provider's website available at www.corazdrowiej.pl.
- i. **SUBSCRIPTION:** paid access by a Specialist to certain Account functionalities in a subscription model on the terms set out in the Terms and Conditions.
- j. **SPECIALIST:** a User who is a physician, dentist, physiotherapist, healthcare entity, or a person employed by a healthcare entity to provide health services or administrative support for a healthcare entity.
- k. **CONTENT, INFORMATIONAL CONTENT:** informational content related to the subject matter of the Service, including articles or videos available to all Users.
- l. **AGREEMENT:** an agreement to use functionalities available under the Subscription package selected by the Specialist, concluded between the Service Provider and the Specialist via the Website.
- m. **ELECTRONIC SERVICE:** a service provided electronically by the Service Provider to the User.
- n. **USER:** (1) a natural person having full legal capacity, and in cases provided for by generally applicable law also a natural person with limited legal capacity; (2) a legal person;

or (3) an organizational unit without legal personality to which the law grants legal capacity; using or intending to use the Website, including Electronic Services available to a given entity.

o. **SERVICE PROVIDER:** CORAZ ZDROWIEJ (limited liability company) with its registered office in Krakow (registered office address and address for service: ul. Bonarka 8, 30-415 Krakow); entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000960776; registry court: District Court in Rzeszow, 12th Commercial Division of the National Court Register; share capital: PLN 6,000; NIP: 8133876161; REGON: 521493568; email: kontakt@corazzdrowiej.pl; phone: +48 602789800.

p. **CONSUMER RIGHTS ACT, ACT:** the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014 item 827 as amended).

q. **ORDER:** a declaration of intent by the User directly aimed at concluding an Agreement with the Service Provider.

3) GENERAL TERMS OF USING THE SERVICE

1. Corazzdrowiej.pl is a system for managing a medical facility, including, among others, a physician's, physiotherapy, or dental practice. The system consists of software available through the website <http://corazzdrowiej.pl>. The functionalities of Corazzdrowiej.pl include, among others: the Cora tool, a virtual assistant preparing drafts of medical notes and medical documentation; an appointment calendar; creation of a dedicated website for a practice or medical facility enabling automated acceptance of patient appointment bookings; and a recommendation and exercise configurator for the patient.
2. The Service is intended for individual medical specialists as well as other healthcare entities, that is, persons performing medical professions and entities operating medical facilities (hereinafter: "Specialists"). Other Users may browse the Service homepage and view educational materials available on the Service website. The Service allows anyone to create an Account; however, the tools made available within the Account, whether free or in a paid tool package, are intended for Specialists.
3. The Website provides Specialists with software in a SaaS model: the software is available through the Service website, via a web browser.
4. The software made available by the Service Provider to the Specialist within the Service enables managing a practice or medical facility, in particular through the following Account functionalities available in the Account in the form of a management panel:
 - a. Appointment calendar;
 - b. Medical documentation;
 - c. hiCora.ai (Cora assistant): functionality available under the domain <https://hicora.ai/pl/auth/login> which helps complete documentation and suggests appropriate visit coding using AI;
 - d. Practice/facility statistics;
 - e. Personalized website for a practice or medical facility;

- f. Team management;
 - g. Recommendation and exercise configurator for the patient.
5. Service functionalities, including those listed in item 3.4, may be available under the relevant Subscription package. Item 3.4 lists examples only and does not mean that a given functionality will be available in all subscription packages. The Service may also include functionalities not listed here or not described in detail in these Terms and Conditions. In particular, Subscriptions may be available in paid and free versions with varying scopes of functionality.
 6. The Service enables Specialists to participate in testing new functions of the Cora assistant (hiCora.ai) based on AI. To the extent such testing requires access to content provided by the Specialist's patients, the Specialist must obtain consent from each patient from whom information will be collected in this way to use an AI based tool and, if applicable, to process their personal data, including health data.
 7. The Service Provider is responsible for providing the Electronic Services specified in the Terms and Conditions and must provide them free of defects.
 8. The Service enables concluding an Agreement between the Service Provider and the Specialist for using functionalities available under the Subscription package selected by the Specialist.
 9. The User must use Electronic Services in a manner consistent with their purpose, these Terms and Conditions, and the law and good customs, taking into account respect for personal rights and copyright and intellectual property rights of the Service Provider and third parties. The User must provide data consistent with reality. The User is prohibited from providing unlawful content.
 10. Technical requirements necessary to use the Service Provider's ICT system: (1) a computer, laptop, tablet, smartphone, or other multimedia device with Internet access; (2) access to email; (3) an up to date web browser: Mozilla Firefox, Opera, Google Chrome, Safari; (4) enabled cookies and JavaScript support in the web browser.
 11. The Service Provider complies with Article 14(1) of the Act on Providing Services by Electronic Means of 18 July 2002 (Journal of Laws 2002 No. 144, item 1204 as amended), under which: a person who, by making available ICT system resources for storing data by a User, does not know of the unlawful nature of the data or related activity, is not liable for stored data, and upon receiving official notice or obtaining credible information about the unlawful nature of the data or related activity, promptly prevents access to such data.
 12. The controller of personal data processed on the Website in connection with these Terms and Conditions is the Service Provider. Personal data are processed for the purposes, for the period, and on the bases and principles indicated in the privacy policy published on the Website. The privacy policy sets out, in particular, the rules for processing personal data by the Controller on the Website, including the bases, purposes and period of processing, rights of data subjects, and information on cookies and analytical tools. Using the Website is voluntary. Providing personal data is also voluntary, subject to exceptions indicated in the privacy policy (conclusion of the Agreement, agreements for providing Electronic Services, and statutory obligations of the Service Provider).
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4) ELECTRONIC SERVICES ON THE WEBSITE

1. Any User may use Electronic Services under the Terms and Conditions.
 2. Electronic Services on the Website are generally free of charge unless use of a specific functionality requires payment.
 3. The Website enables Users in particular to use the following Electronic Services:
 - a. Account, including the practice/facility management panel and all functionalities available under the Subscription, including in particular;
 - b. Cora Assistant available under the Subscription at <https://hicora.ai/>;
 - c. Creating a practice/facility website;
 - d. Order Form;
 - e. Subscription;
 - f. Newsletter;
 - g. Informational Content.
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5) ACCOUNT

1. The Account enables the User to use selected Electronic Services provided within the Website. Having a registered Account is a condition for using the Subscription and accessing the Management Panel and the Cora assistant under the Subscription.
2. Use of the Account is free of charge, subject to the fact that certain Specialist Account functionalities may be subject to limits and restrictions, the reduction or removal of which requires purchasing a Subscription.
3. Depending on the selected Subscription package, the Specialist Account may allow broader use of Service functionalities. Detailed information on available Subscription packages and their costs is available in the Price List and within the Account in the relevant tab.
4. Creating and using an Account is possible after the User completes three consecutive steps: (1) filling in the registration form for the selected Account type, (2) clicking "Register", and (3) confirming the creation of the Account by clicking the confirmation link sent to the provided email address. At that moment, an agreement for using the Account is concluded between the Service Provider and the User. The registration form requires the following data: first and last name, email address, password.
5. Each User must update their Account data on an ongoing basis in the event of changes. The User must enter patient data via the management panel in a manner consistent with reality and the law, and must obtain from patients all consents required by applicable laws and professional regulations, such as the Code of Medical Ethics.
6. A User may have only one Account at the same time.
7. The Electronic Service "Account" is provided for an indefinite period. The User may, at any time and without stating reasons, delete the Account (resign from the Account) by sending a request to the Service Provider, in particular by email to: kontakt@corazzdrowiej.pl.

8. The Service Provider reserves the right to suspend a User's Account in the following cases:
 - a. if, despite a request from the Service Provider stating reasons, the User violates these Terms and Conditions;
 - b. if, despite a request stating reasons, the User sends or posts unlawful content or content encouraging use of services or entities competing with the Website, including website addresses, names, and logos of such sites or entities;
 - c. if, despite a request stating reasons, the User is in arrears with any payments due to the Service Provider;
 - d. if verification of the User's identity (for Specialists, if such verification is performed in the given case) reveals irregularities in the Account data entered, and the User, despite a request stating reasons, refuses to correct the data;
 - e. if the User's actions, despite a request stating reasons, damage the reputation of the Service Provider or the Website.
 9. Suspension may be for a fixed period indicated by the Service Provider or for an indefinite period. During suspension, it is not possible to use functionalities requiring an Account. During suspension, the User must take steps to remove the reasons for suspension and, after removing them, must promptly inform the Service Provider. The Service Provider will reactivate the Account promptly after the reason ceases, no later than within 5 Business Days.
 10. If an Account suspension lasts more than 30 calendar days and the reasons for suspension do not cease, the Service Provider has the right to terminate the agreement for using the Electronic Service "Account" with a 7 day notice period.
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6) ORDER FORM AND TERMS OF CONCLUDING THE AGREEMENT (SUBSCRIPTION)

1. Concluding the Agreement between the User and the Service Provider requires placing an Order via the Order Form.
2. The Electronic Service "Order Form" is provided free of charge and is one time in nature. Use of the Order Form ends when the User places an Order via the form or when the User stops placing an Order via the form.
3. Order Form use begins when the first Digital Product is added to the electronic cart on the Website. Placing an Order occurs after the User completes two steps: (1) filling in the Order Form and (2) clicking "Pay". Until then, it is possible to modify entered data (follow on screen messages and information available on the Service website). The Order Form requires: first and last name, email address, contact phone number, and Agreement information: Subscription package and payment method. Placing an Order requires having an Account on the Website. A User who does not yet have an Account must also provide a password, and the Account is created upon placing the Order. For a User who is not a consumer, it is also necessary to provide the company name and NIP number.
4. Concluding the Agreement requires placing an Order via the Order Form.
5. The User is prohibited from placing Orders for any purpose other than concluding an Agreement with the Service Provider.

6. Prices displayed on the Service website are in Polish zloty. The User is informed on the Service website, during the ordering process, about the total price including taxes (and any other additional fees, and where they cannot be determined, about the obligation to pay them), including at the moment the User expresses the intent to be bound by the Agreement.
 7. Purchase of a paid Subscription package by a Specialist is possible from the Specialist Account in the relevant tab by placing an Order. To purchase, select a Subscription package and fill in the order form fields with settlement data.
 8. The fee is charged according to the selected Subscription package. Depending on the selected package, the Specialist must make payments in monthly, quarterly, or annual cycles. The fee is charged in advance for the selected Subscription period.
 9. Upon expiry, the Subscription is automatically renewed for the next period under the same package unless the Specialist cancels before the end of the current period. Cancellation may occur at any time and without stating reasons, but does not release the Specialist from paying for an already started Subscription period.
 10. If the Specialist requests Account cancellation, the Specialist remains obliged to pay for the already started billing period. Cancellation does not entitle the Specialist to a refund for the unused part of the Subscription package.
 11. Subscription package prices shown on the Service website and in the Price List are gross prices (include taxes) and are stated in Polish zloty.
 12. The Service Provider offers the following payment methods:
 - a. bank transfer to the Service Provider's bank account;
 - b. electronic payments and card payments via Stripe.com; current payment methods are specified on the website <https://stripe.com/en-pl>. Electronic and card payment processing is provided by Stripe Payments Europe, Ltd. (1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland).
 13. The Specialist must make payment immediately, no later than within 24 hours of placing the order. The Service Provider activates the Subscription package promptly after the Service Provider's bank or settlement account is credited.
 14. Recording, securing, and providing the Specialist with the content of the paid services agreement occurs by: (1) making these Terms and Conditions available on the Service website; and (2) sending the Specialist an email confirming the ordered subscription plan. The agreement content is additionally recorded and secured in the Service website's IT system.
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7) HICORA.AI

1. hiCora.ai (Cora assistant) is a functionality available under the Subscription. hiCora.ai helps complete medical documentation and suggests appropriate visit coding using AI.
2. Using the hiCora.ai system requires the Specialist to create an account at <https://hicora.ai/pl/auth/register>.
3. The Service enables Specialists to participate in testing new features of the Cora assistant, including in particular audio recording.

4. To the extent such testing requires access to content provided by the Specialist's patients, the Specialist must obtain consent from each patient from whom information will be collected in this way to use an AI based tool and, if applicable, to process their personal data, including health data.
 5. The Service Provider may allow the Specialist to use tools available within hiCora.ai free of charge, including AI assisted functionalities helping complete medical documentation and suggesting appropriate visit coding. If free use is provided, the Service Provider may require the Specialist to use the system only if the patient has consented to transfer information collected with this tool to the Service Provider for research and scientific purposes to train the AI model used in hiCora.ai. In such case, hiCora.ai may record the Specialist's conversation with the patient, both during in person consultations/visits and online consultations/visits.
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8) PRACTICE OR MEDICAL FACILITY WEBSITE

1. If the Specialist uses a Subscription, and the selected package provides this option, the Service offers the Specialist the ability to create the Specialist's website containing information about (text continues in the source).
2. The Specialist must use this functionality only in accordance with its purpose, that is, to promote the healthcare services they provide and to receive bookings for those services.
3. The Specialist must post only information that is accurate, clear, understandable, reliable, and not misleading as to the subject and conditions of their activity and services. The content should reflect the Specialist's actual intent. Content must comply with law and good customs, in particular respecting personal rights and copyright and intellectual property rights of the Service Provider, other Users, and third parties.
4. The Specialist must not post unlawful content on the website created using the Service functionality, nor content encouraging use of competing services or entities, including addresses, names, or logos of such services or entities.
5. The Specialist independently decides whether to accept or reject bookings received via that website and must provide services in accordance with conditions they establish, applicable law, and professional ethical standards.
6. The Service Provider does not guarantee interest in the Specialist's website by potential patients or that patients will make bookings.
7. The basis and scope of the Specialist's liability toward the patient under an agreement for provision of the Specialist's services are governed by generally applicable law, including in particular the Civil Code, the Consumer Rights Act, the Act of 5 December 1996 on the medical and dental professions (consolidated text: Journal of Laws 2024 item 1287), the Act of 25 September 2015 on the physiotherapy profession (consolidated text: Journal of Laws 2023 item 1213), and other applicable provisions. Complaints related to concluding and performing an agreement for services concluded with the Specialist, including for example via the Specialist's website created using the Service functionality, may be submitted by the patient directly to that Specialist.

9) NEWSLETTER

1. Use of the Newsletter occurs after the User expresses the intent to subscribe. The User may subscribe by providing an email address in the visible tab on the Service website for sending subsequent Newsletter editions and clicking the action button, if such a tab is available. The User may also subscribe by checking the Newsletter signup box when creating an Account or placing an Order, if available. In such case, upon Account creation or placing the Order (as applicable), the User is subscribed to the Newsletter.
2. The Electronic Service “Newsletter” is provided free of charge for an indefinite period. The User may unsubscribe at any time and without stating reasons by sending a request to the Service Provider, for example via the link included in an email containing a specific Newsletter edition.

10) INFORMATIONAL CONTENT

1. Informational Content available on the Website may be accessed by all visitors, including by navigating to the relevant tabs. Within the Content, the Service Provider publishes articles related to the subject of the Website.
2. The User may stop browsing the blog/content at any time and without stating reasons by closing the web browser.

11) LICENSE

1. Due to their nature, content made available within the Service, including, among others, but not limited to, content within the software available as Service functionalities (including within the Account, such as the management panel) and within other Electronic Services such as Informational Content, may constitute copyrighted works. The User may use the Service Provider’s content that constitutes a work protected by copyright only to the extent permitted by these Terms and Conditions (including this license) and copyright law.
2. The User does not acquire ownership of any copyright in the content or software. The User is granted a non exclusive, non transferable, non assignable license, without the right to sublicense, to use content by displaying, applying, and reproducing it using digital technology (including via the Internet), from the Account level on the Website, including using the software in a SaaS model for purposes related to business activity or activity conducted on another basis, in the scope of providing healthcare services by the Specialist. The license for software available under the Subscription is granted for the duration of the Subscription.

3. All rights not expressly granted to the User are reserved by the Service Provider. The User is prohibited in particular from distributing content or placing it on the market in any form. The User may not copy content except where permitted by mandatory law. The User is also prohibited from modifying, adapting, translating, decoding, decompiling, disassembling, or otherwise attempting to interfere with content or bypass its safeguards, including determining source code.
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12) CONTACTING THE SERVICE PROVIDER

1. The primary form of ongoing remote communication with the Service Provider is email (kontakt@corazzdrowiej.pl), through which the User may exchange information concerning use of the Website. The User may also contact the Service Provider by other legally permissible means.
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13) COMPLAINTS REGARDING THE WEBSITE AND ELECTRONIC SERVICES

1. Complaints related to the functioning of the Website and Electronic Services and regarding the Agreement may be submitted by the User, for example by email to: kontakt@corazzdrowiej.pl.
 2. The basis and scope of the Service Provider's liability toward the buyer under the sales agreement are set out in generally applicable law, in particular the Civil Code. To the extent the Service functionalities constitute digital content or digital services within the meaning of the Consumer Rights Act, the Service Provider's liability toward a User who is a consumer or an entity referred to in Article 7aa of the Consumer Rights Act is determined by the Consumer Rights Act, including in particular Articles 43h to 43q.
 3. The Service Provider recommends including in the complaint description: (1) information and circumstances concerning the subject of the complaint, in particular the type and date of the irregularity; (2) the User's claim; and (3) contact details of the complainant. This will facilitate and speed up handling. These requirements are recommendations only and do not affect the effectiveness of complaints submitted without the recommended description.
 4. The Service Provider will respond to the complaint promptly, no later than within 14 calendar days from the date of submission.
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14) WITHDRAWAL FROM A DISTANCE CONTRACT

1. The right of withdrawal does not apply to the consumer, among others, with respect to contracts: (1) for the provision of services, if the Service Provider has fully

performed the service with the consumer's express consent and the consumer was informed before performance began that after performance they would lose the right of withdrawal; (2) for the supply of digital content not recorded on a tangible medium, if performance began with the consumer's express consent before the withdrawal deadline and after informing the consumer of the loss of the right of withdrawal.

2. Subject to item 16.1 of the Terms and Conditions, a consumer who concluded a distance contract may withdraw within 14 calendar days without stating reasons and without incurring costs, subject to costs referred to in item 16.3. Sending the statement before the deadline is sufficient.
 3. Possible costs borne by the consumer in connection with withdrawal:
 - a. If performance of a service, at the consumer's express request, began before the withdrawal deadline, the consumer withdrawing after making such a request must pay for services performed up to the time of withdrawal. The amount is calculated proportionally to the scope performed, taking into account the agreed price or remuneration. If the price or remuneration is excessive, the basis is the market value of the performed service.
 4. The withdrawal statement may be submitted, for example, by email to: kontakt@corazzdrowiej.pl. The consumer may use the model withdrawal form in Appendix No. 2 to the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014 item 827 as amended), also included in item 22 of the Terms and Conditions, but this is not mandatory.
 5. The withdrawal period begins on the date the contract is concluded.
 6. The consumer provisions in this item also apply to a User who is a natural person concluding a contract directly related to their business activity, where the content of the contract indicates that it is not professional in nature for that person, arising in particular from the subject of their business activity disclosed under the provisions on the Central Registration and Information on Business.
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15) OUT OF COURT COMPLAINT HANDLING AND CLAIM ENFORCEMENT AND ACCESS RULES

1. This item applies only to Users who are consumers.
2. Detailed information on out of court complaint handling and claim enforcement and access rules is available at the offices and websites of district (municipal) consumer ombudsmen, consumer protection organizations, Provincial Inspectorates of the Trade Inspection, and at the following UOKiK (Office of Competition and Consumer Protection) addresses: http://www.uokik.gov.pl/spory_konsumenckie.php and http://www.uokik.gov.pl/wazne_adresy.php.
3. The consumer may also obtain free assistance from a district (municipal) consumer ombudsman or a consumer protection organization (including the Consumers' Federation, the Association of Polish Consumers).
4. The online dispute resolution platform (ODR) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive multilingual website providing a one stop shop for consumers and traders seeking out of court

resolution of disputes concerning contractual obligations arising from an online sales or services contract.

16) TECHNICAL DOWNTIME

1. The Service Provider makes every effort to ensure proper and uninterrupted operation of the Website and the ability to use Electronic Services. However, due to the complexity of the Website and its Electronic Services, and external factors beyond the Service Provider's control (for example DDOS attacks), errors and technical failures may occur that prevent or limit operation or use. The Service Provider will take all possible steps to minimize negative effects.
 2. The Service Provider must promptly inform Users about errors and technical failures referred to above and the expected time to remove them.
 3. Apart from downtime caused by errors and failures, other technical breaks may occur during which the Service Provider undertakes actions to develop the Website and Electronic Services and to secure them against errors and failures.
 4. The Service Provider must plan technical downtime to be as least burdensome as possible, in particular at night and only for the time necessary. The Service Provider must inform Users in advance about planned downtime and its duration.
 5. This item does not exclude or limit Users' rights under law, in particular regarding the Service Provider's liability.
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17) PROVISIONS FOR ENTREPRENEURS

1. This item applies only to a User who is neither a consumer nor a natural person concluding a contract directly related to their business activity where the content indicates it is not professional in nature for that person.
2. The Service Provider may at any time verify the truthfulness, reliability, and precision of information provided by the User. For verification, the Service Provider may request scans of certificates, statements, or other documents necessary to verify. During verification, the Service Provider may suspend the User's Account for the verification period.
3. The Service Provider has the right to withdraw from the Agreement and the agreement for providing an Electronic Service concluded with the User within 14 calendar days from conclusion. Withdrawal may occur without stating reasons and does not create any claims by the User against the Service Provider.
4. Any disputes between the Service Provider and the User will be submitted to the court having jurisdiction over the Service Provider's registered office.
5. The Service Provider is not liable toward the User for damages and non performance resulting from errors, technical failures, and technical downtime.
6. The Service Provider's liability toward the User, regardless of its legal basis, is limited to the amount of fees paid by the User to the Service Provider for use of the Website Electronic Services. The Service Provider is liable only for typical and actually

incurred damages foreseeable at the time of contract conclusion, excluding lost profits.

18) COPYRIGHT

1. Copyright and intellectual property rights to the Website as a whole and its elements, including content, graphics, works, designs, and marks available within it, belong to the Service Provider or other authorized third parties and are protected by copyright law and other generally applicable laws. Protection covers all forms of expression.
 2. Trademarks of the Service Provider and third parties should be used in accordance with applicable laws.
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19) ILLEGAL CONTENT AND OTHER CONTENT NON COMPLIANT WITH THE TERMS AND CONDITIONS

1. This item contains provisions resulting from the Digital Services Act in the scope concerning the Website and the Service Provider. As a rule, the User is not obliged to provide content when using the Website unless the Terms and Conditions require providing specific data (for example for placing an Order). The User may also have the possibility to add an opinion or comment or store data via the Account using tools provided by the Service Provider. In each case of providing content, the User must comply with the Terms and Conditions.
2. **CONTACT POINT:** The Service Provider designates kontakt@corazzdrowiej.pl as a single contact point. The contact point enables direct communication of the Service Provider with Member State authorities, the European Commission, and the European Board for Digital Services and also enables service recipients (including Clients/Users) to communicate directly, quickly, and in a user friendly manner with the Service Provider electronically for Digital Services Act purposes. The Service Provider indicates Polish and English as the languages for communication with its contact point.
3. Procedure for reporting Illegal Content and actions under Article 16 of the Digital Services Act:
 - a. Any person or entity may report to the Service Provider, at kontakt@corazzdrowiej.pl, the presence of specific information they consider Illegal Content.
 - b. A report should be sufficiently precise and properly substantiated. For this purpose, the Service Provider enables and facilitates reports that include: (1) a sufficiently substantiated explanation of reasons why the reporting person/entity alleges that the information constitutes Illegal Content; (2) clear indication of the exact electronic location of the information, such as the exact URL or URLs, and where applicable additional information enabling identification of Illegal Content appropriate to the type of content and service; (3) the name and email address of the

reporting person/entity, except for reports concerning information considered related to one of the offenses referred to in Articles 3 to 7 of Directive 2011/93/EU; and (4) a statement confirming the report is made in good faith and that information and allegations are accurate and complete.

c. A report is considered to give rise to actual knowledge for purposes of Article 6 of the Digital Services Act if it enables the Service Provider, acting with due diligence, to determine, without detailed legal analysis, the illegal nature of the activity or information.

d. If the report contains electronic contact details, the Service Provider will, without undue delay, send confirmation of receipt and also notify the reporting person/entity, without undue delay, of its decision concerning the reported information, including information on appeal possibilities.

e. The Service Provider will process reports and make decisions timely, non arbitrarily, and objectively, with due diligence. If automated means are used, this will be taken into account in the notification referred to above.

4. Information on restrictions imposed by the Service Provider regarding information provided by the User:

a. The following rules apply when providing any content within the Website:

- i. obligation to use the Website and post content (for example in Orders or the Account) according to its purpose, the Terms and Conditions, and law and good customs, respecting personal rights and copyright and intellectual property rights of the Service Provider and third parties;
- ii. obligation to provide content consistent with reality and not misleading;
- iii. prohibition on providing unlawful content, including Illegal Content;
- iv. prohibition on sending unsolicited commercial information (spam) via the Website;
- v. prohibition on providing content violating generally accepted netiquette, including vulgar or offensive content;
- vi. obligation to have required rights and permissions, including copyrights or licenses, permits, and consents, for use, distribution, sharing, or publication, including the right to publish and distribute in the Website and rights to use and distribute image or personal data where content includes third party image or personal data;
- vii. obligation to use the Website in a way that does not pose a threat to the security of the Service Provider's ICT system, the Website, or third parties.

b. The Service Provider reserves the right to moderate content provided by Users on the Website. Moderation is conducted in good faith and with due diligence, on the Service Provider's own initiative or upon receiving a report, to detect, identify, and remove Illegal Content or other non compliant content or disable access, or to take necessary measures to meet EU and national law requirements, including the Digital Services Act, or the Terms and Conditions.

c. Moderation may be manual (human) or based on automated or partially automated tools supporting identification of Illegal Content or other non compliant content. After identifying such content, the Service Provider decides whether to remove or disable access, otherwise limit visibility, or take other necessary actions (for example contact the User to clarify concerns and change content). The Service Provider will inform the User who provided the content (if contact details are available) in a clear and understandable manner about the decision, reasons, and available appeal options.

d. When exercising its rights and obligations under the Digital Services Act, the

Service Provider must act with due diligence, objectively and proportionally, with due regard to the rights and legitimate interests of all involved parties, including service recipients, and in particular the rights in the EU Charter of Fundamental Rights, such as freedom of expression, freedom and pluralism of the media, and other fundamental rights and freedoms.

5. Any comments, complaints, appeals, or objections concerning decisions or actions/inaction by the Service Provider based on a report or a decision made under these Terms and Conditions may be submitted in a manner analogous to the complaint procedure indicated in item 9 (as stated in the source). Use of this procedure is free and allows electronic submission to the email address provided.
6. Use of the reporting and complaint procedure does not prejudice the right to initiate court proceedings and does not affect other rights.
7. The Service Provider will process such comments/complaints/appeals in a timely, non discriminatory, objective, and non arbitrary manner. If a complaint provides sufficient reasons to consider a decision unjustified or the information non illegal/non non compliant, or indicates the complainant's conduct does not justify the measure, the Service Provider will without undue delay revoke or amend its decision or take other necessary actions.
8. The User or other persons/entities who reported Illegal Content and to whom the Service Provider's decisions are addressed have the right to choose any out of court dispute settlement body certified by the Member State digital services coordinator to resolve disputes related to these decisions, including unresolved internal complaint outcomes.

20) FINAL PROVISIONS

1. Agreements concluded via the Website are concluded in Polish.
2. The Service Provider reserves the right to amend the Terms and Conditions for important reasons, that is: changes in law; changes in the type and form of services provided, including Training Services and Electronic Services; adding or removing services; changes to payment methods and dates or performance of the Agreement; the need to counteract an unforeseen and immediate threat related to protecting the Website, Electronic Services, and Users/Clients from fraud, malware, spam, data breaches, or other cybersecurity threats; changes to the Service Provider's data to the extent they affect these Terms and Conditions.
 - a. Notice of proposed changes is sent at least 15 days before the effective date, except where changes may be introduced without the 15 day notice if the Service Provider: (1) is subject to a legal or regulatory obligation requiring changes in a manner preventing compliance with the 15 day notice; or (2) must exceptionally amend the Terms and Conditions to counteract an unforeseen and immediate threat related to protection of the Website and Users/Clients. In these two cases, changes take effect immediately unless a longer implementation period is possible or required, as notified by the Service Provider.
 - b. For continuous agreements (for example Account), the User/Client may terminate the agreement before the notice period expires. Termination is effective 15 days from

receipt of the notice. For continuous agreements, the amended Terms and Conditions bind the User/Client if properly notified and not terminated within the notice period. The User/Client may also accept changes at any time after receiving notice, thereby waiving the remainder of the notice period. For non continuous agreements, amendments do not affect rights acquired before the effective date.

c. If an amendment introduces new fees or increases current fees, a User/Client who is a Consumer or a business on Consumer rights has the right to withdraw from the agreement.

3. Matters not regulated herein are governed by generally applicable Polish law, including: the Civil Code; the Act on Providing Services by Electronic Means of 18 July 2002; the Consumer Rights Act; Copyright law; and other applicable provisions.

21) MODEL WITHDRAWAL FORM (APPENDIX NO. 2 TO THE CONSUMER RIGHTS ACT)

Model withdrawal form

(complete and send only if you wish to withdraw)

- Addressee:
CORAZ ZDROWIEJ
corazzdrowiej.pl
kontakt@corazzdrowiej.pl
ul. Bonarka 8, 30-415 Krakow
- I/We() hereby inform/inform() of my/our() withdrawal from the contract of sale of the following items() / contract for delivery of the following items() / contract for work consisting in making the following items() / for provision of the following service(*)
- Date of conclusion of contract()/receipt()
- Name and surname of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if the form is sent on paper)
- Date

(*) Cross out what does not apply.

22) PERSONAL DATA PROCESSING AGREEMENT

The Specialist (hereinafter: the “Controller”) and the Service Provider (hereinafter: the “Processor”) agree that, in order to comply with legal obligations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR), and for proper performance of these Terms and Conditions, the Controller entrusts the Processor with third party personal data for processing in order for the Processor to provide services specified in the Terms and Conditions, within the scope and on the terms set out in this data

processing agreement (hereinafter: the “Processing Agreement”) and taking into account the Terms and Conditions.

1. The Controller declares that the personal data entrusted to the Processor were collected in accordance with applicable law and that the Controller is their data controller.
2. The Processor declares that it undertakes to use personal data exclusively to the extent necessary to provide services referred to in the Terms and Conditions.
3. The scope of personal data indicated below is the maximum scope, which means that in some cases the indicated data will not actually be entrusted (depending, among others, on the scope of services under the Agreement between the parties).
4. The scope of processed personal data includes:
 - a. first and last names, geographic coordinates (where geolocation is used), addresses (street, building and apartment number, postal code, city, country), NIP, REGON, and KRS numbers, phone numbers and email addresses of employees, contractors, mandate contract persons, and other persons whose data are entered, sent, or stored in CorazZdrowiej.pl in connection with the Controller’s use of the Service;
 - b. health data (for patients, on the basis of consent);
 - c. voice recordings (for patients who consented to recording their voice during the provision of healthcare services by Specialists);
 - d. and other data not necessarily personal data (for example IP address, source and device information) necessary for proper operation and use of Service functionalities, to the extent these functionalities require collecting such data.
5. Data are entrusted by the Controller solely for performance of the agreement for using the CorazZdrowiej.pl System concluded with the Processor, in particular for: storing, making available, viewing, sending, recording, encrypting, copying (including for backups for data security), modifying, and deleting data within provided computing power, RAM, and disk space, unless EU or Member State law applicable to the Processor imposes another obligation.
6. Data are processed for the duration of the agreement for using the CorazZdrowiej.pl System and no longer than until expiry of data backup retention periods made in connection with that agreement, unless the agreement provides otherwise or EU or Member State law applicable to the Processor imposes another obligation.
7. The Processor processes personal data only on documented instructions of the Controller, which include this Processing Agreement. The Controller hereby grants general consent to the Processor using other processors (sub processing).
8. The Processor ensures sub processing will occur only when necessary to perform the Processing Agreement or the agreement for using CorazZdrowiej.pl and only to the necessary extent and duration, and in accordance with those agreements. The Processor may use providers of technical and IT solutions enabling its business operations and service provision (for example server providers, email providers, business management software providers, technical support providers). The agreement for using CorazZdrowiej.pl is governed by these Terms and Conditions and is an agreement for use of Service functionalities.
9. Before processing, the Processor undertakes to secure personal data by implementing and maintaining technical and organizational measures ensuring an

appropriate level of security corresponding to the risk, as referred to in Article 32 GDPR, appropriate to the type of data processed.

10. The Processor undertakes to exercise due diligence when processing entrusted personal data and, to the extent possible, taking into account the nature of processing and information available, to assist the Controller in meeting obligations under Articles 32 to 36 GDPR and in responding to data subject requests regarding their rights.
11. The Processor undertakes to grant processing authorizations to all persons who will process entrusted data for purposes of this Processing Agreement on its behalf.
12. The Processor undertakes to ensure confidentiality of processed data by persons authorized to process personal data for purposes of this Processing Agreement, both during employment and after termination.
13. After completion of services related to processing, the Processor deletes all personal data and existing copies unless EU or Member State law requires storage.
14. The Processor declares that each person (for example employee, civil law contractor, other persons working for the Processor) allowed to process entrusted data will be bound to confidentiality, including information about security measures.
15. The Processor undertakes to promptly notify the Controller:
 - a. of any legally binding request by a competent authority to disclose personal data unless prohibited by law, in particular criminal procedure rules, where the prohibition aims to ensure confidentiality of an investigation;
 - b. of any unauthorized access to personal data;
 - c. of any request received from a data subject, while refraining from responding;
 - d. of initiation of an audit/inspection at the Processor regarding processing of entrusted personal data;
 - e. of any doubts concerning an instruction from the Controller if, in the Processor's assessment, it would violate GDPR.
16. The Processor provides the Controller with all information necessary to demonstrate compliance with obligations under Article 28 GDPR and enables audits, including inspections, by the Controller or an auditor authorized by the Controller, and contributes to them.
17. The Processor provides the Controller, upon request, with all information necessary to demonstrate compliance with obligations under this Processing Agreement and GDPR.