TERMS AND CONDITIONS
OF THE PROVISION OF ELECTRONIC SERVICES
BY 3CLICKS SP. Z O.O.

I DEFINITIONS

1. The terms used herein shall have the following meanings:

a) **"Application"** - the application POZbox, which is a computer program that provides its users with access to medical information.

b) **"Service Provider"** - 3Clicks Sp. z o.o. with its registered office in Warsaw (post code: 02-675), at Wołoska street 22, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City Warsaw, XIII Economic Division of the National Court Register under the number KRS 0000582144, tax identification number NIP 5213710426, official register of business entities REGON 362817048

c) **"Service"** – access and possibility of using the functionalities of the Application

d) **"User"** - natural person registered as a user in the Application, the Users authorized to issue prescriptions or engaged in marketing of medicinal products, who have gone through the verification process, have full access to the Application.

e) **"License"** - the license granted to the User by the Service Provider, in accordance with the provisions of the Terms and Conditions.

f) **"Terms and Conditions"** - this document

II GENERAL PROVISIONS

1. The entity rendering electronic services is the Service Provider.

2. The Terms and Conditions define the conditions, types and scope of electronic Service and the conditions for concluding and terminating agreements in connection with the access and use of the Application, as well as complaint procedures.

3. The User uses the Application in accordance with the principles set out in the Terms and Conditions.

III CONDITIONS, TYPES AND SCOPE OF SERVICES

1. The User shall be given full access to the Application after going through the verification process conducted by the Service Provider.

2. The User's verification process includes checking:

a) the correctness of the data provided in the registration process in the Application;

b) the right to issue prescriptions

4. The User, after positive verification, may use all options and solutions offered in the Application, and is granted the access to all of the advertising contents, including the contents of which constitute the advertising of medicinal products.

5. The User hereby expresses consent to include in the Application the materials provided by the sponsor of the Application, including advertising materials, as well as to update this information.

6. The User is prohibited to provide illegal content.

7. The Users use the Application for free, which means that they do not pay any fees for the use of the Application, and they do not receive any financial benefit in connection with the use of the Application.

8. The Application is purely educational, and includes:
   a) Information on the ways of treating various diseases, including, among others, dosing of medicines, reimbursed medicines, international and trade names of preparations;
   b) Calculators (medical scales) helpful for assessing the patient's condition.

IV TECHNICAL REQUIREMENTS

1. The connection to the Internet is necessary for proper operation of the Application.

2. Applications run on mobile devices with the operating system Android version 4.0 or higher and with the operating system IOS version 9.0 or higher. The Service Provider may also introduce the versions of the Application adapted to other operating systems.

V LIABILITY

1. The Service Provider and the advisers and consultants contracted by them shall make all efforts in order to ensure the best possible accuracy of the information contained in the Application.

2. The contents presented in the application are only guidelines and suggestions that may be helpful in providing health services. The final decision about medical treatment is made by the physician based on current medical knowledge, ethics and the specific clinical situation and the physician shall be liable for this decision.

3. In particular, the Service Provider indicates that, in special clinical situations, the guidelines contained in the application may not be the optimal medical treatment.

4. The Application is not a medical device within the meaning of the Act of 20 May 2010 on medical devices.

5. The Service Provider shall not be liable for any damages, directly or indirectly resulting from the use of the Application.

6. The Users use the Application at their own risk.

VI CONDITIONS OF CONCLUDING AND TERMINATING THE AGREEMENT

1. The agreement for the provision of the Service is concluded at the time of the verification of the User's account by the Service Provider and providing them with the access to the functionalities

offered by the Application. Positively verified User is given full access to the functionalities of the Application.

2. The agreement for the provision of electronic services is concluded for an indefinite period.

3. Termination of the agreement occurs upon the removal of the User's account.

4. The Service Provider and the User may at any time terminate the agreement without any reason, without notice period and without giving rise to any related claims.

5. The Service Provider has, in particular, the right to remove the account of the User, who uses the Application with the violation of the Terms and Conditions, and thus immediately terminate the agreement.

VII LICENSE

1. At the moment of concluding the agreement for the provision of the Service, the Service Provider grants the User a non-exclusive and non-transferable License to use the Application only within the scope of the provisions of the Terms and Conditions.

2. The License for the Application is granted on the territory of the Republic of Poland until the termination of the agreement for the provision of the Services.

3. As part of the License, the User can personally use the Application via a personal account in order to use the functionalities offered by Application in accordance with their intended purpose.

4. The User is given the access to the Application at the place and time selected by them. The License covers the fields of exploitation:
   a) downloading the Application to the mobile device;
   b) saving the Application on the mobile device;
   c) using the Application in accordance with the Terms and Conditions.

5. The License does not include access to source codes.

6. The User has the right to free updates of the Application.

7. The User shall not:
   a. resell, rent, lease, lend or otherwise distribute the Application,
   b. make translations of the Application
   c. introduce changes to the manual of the Application.

8. Under no circumstances the User shall:
   a. decompile, change, reverse engineer or in any other way interfere with the Application,
   b. copy or otherwise create systems, software or derivative applications,
   c. remove or cover trademarks contained in the Application,
   d. print or otherwise record the source codes of the Application.

VIII PRIVACY

1. The Users' personal data are processed in accordance with applicable law, in particular the Act of 18 July 2002 on the provision of electronic services and the Act of 29 August 1997 on personal data protection.

2. The Administrator of personal data is the Service Provider, i.e. 3Clicks Sp. z o.o. with its registered office in Warsaw (post code: 02-675), at Wołoska street 22, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City Warsaw, XIII Economic Division of the National Register under the KRS number 0000582144, tax identification number NIP 5213710426, official register of business entities REGON 362817048.

3. The Users' personal data are collected and processed for the purpose of their registration in the Application and providing the possibility of using the Service.

4. To achieve the objective specified in the previous point, the following data are collected and processed: the User's e-mail address, login and password, as well as the number of the license to practice the profession, what arises from the nature of the provided Service.

5. Providing the personal data by the User is voluntary. The User has the right to access their data and the possibility to correct them.

6. The Service Provider provides the appropriate technical measures to prevent the acquisition and modification of the Users' personal data by unauthorized persons, in particular, the Service Provider provides solutions for the encryption of the data.

IX COOKIES

1. "Cookies" mean computer data, in particular text files, stored on the Users' end devices, intended for using the Application. These files allow to recognize the User's device. "Cookies" usually contain the name of the website they come from, the time of storing them on the end device and a unique number.

2. Applications can use "cookies". "Cookies" are used in order to adapt the Application to the User's preferences and for the optimization of the Application. They are also used to create anonymous, aggregated statistics that allow to understand in what way the User uses the Applications, which enables to improve their functionalities, excluding the User's personal identification.

3. Two types of "cookies" are used - "session" and "persistent". The first of them are temporary files that remain on the User's device until logging out or closing the Application. "Persistent" files remain on the User's device for the time specified in the parameters of the "cookies" or to the moment of their manual removal by the User.

4. Typically, the software used to browse websites allows for storing "cookies" on the end device by default. These settings may be modified in such a way so as to block the automatic support of the "cookies" or each time inform about sending them to the User's device. Detailed information about the possibility and ways of supporting "cookies" are provided in software settings.

5. There is the obligation to obtain the consent for using all kinds of "cookies", except for "cookies" that belong to the category "Necessity". The User may express such a consent through the settings of the internet browser.

6. To learn more about the management of "cookies", except for "cookies" that belong to the category "Necessity", the User should use the function Help in the browser or visit the website

www.aboutcookies.org, where the information on the management of "cookies" in different browsers are provided.

7. Limiting the functions of "cookies" may affect some functionalities of the Application.

X COMPLAINT PROCEDURE

1. The Service Provider should be notified of any irregularities associated with the provision of services and the functioning of the Application by e-mail sent to the address specified in the Application.

2. The notification should contain at least the User's name and surname, e-mail address and a short description of the problem that is the basis of the complaint.

3. The Service Provider has 14 days to consider the complaint.

4. Any questions, doubts and suggestions associated with the functioning of the Application may be sent by e-mail to the address specified in the Application

XI FINAL PROVISIONS

1. The Service Provider reserves the possibility of changing the Terms and Conditions. The Users will be informed about the changes through the Application or by e-mail.

2. In matters unregulated in the Terms and Conditions, the provisions of commonly applicable law shall apply, in particular the Act on the provision of electronic services, Act on copyright and related rights, Civil Code.

3. The Terms and Conditions are published on the website of the Service Provider and in the Application.

4. The Terms and Conditions are made available free of charge before the conclusion of an agreement for the provision of electronic services.

5. The Terms and Conditions come into force on the day of publication.