

# REGULATIONS OF PROVIDING SERVICES BY ELECTRONIC WAY BY 3CLICKS SP. Z O.O.

## I DEFINITIONS

1. The terms used in the Regulations shall have the following meaning:
  - a) **„Application”** – application POCHPBOX, being a computer program providing possibility of access to medical information to the Users.
  - b) **„Service Provider”** - 3Clicks Sp. z o.o. with its seat in Lublin (20-601), at 11A Tomasz Zan, entered into Register of Entrepreneurs kept by Regional Court Lublin-Wschód in Lublin with its seat in Świdnik, 6<sup>th</sup> Commercial Section of National Court Register under number KRS 0000582144, NIP 521-37-10-426, REGON 362817048.
  - c) **„Administrator”** – Service Provider.
  - d) **„Service”** – access and possibility of using the functionalities of the Application.
  - e) **„User”** – a physical person, registered as a user in the Application. A full access to the Application is held by the Users being individuals entitled to issue prescriptions or individuals conducting trade of medicinal products who positively passed the process of verification.
  - f) **„License”** – a license granted to the User by the Service Provider pursuant to the provisions of the Regulations.
  - g) **„Regulations”** – the hereby document.
  - h) **„RODO”** – Directive of European Parliament and Council (UE) 2016/679 as of April 27, 2016 concerning protection of physical persons due to processing of personal data concerning free flow of such data and cancellation of directive 95/46/WE (general directive on data protection).

## II GENERAL PROVISIONS

1. An entity providing services by electronic way is a Service Provider.
2. The Regulations specify terms and conditions, types and scope of a Service provided by electronic way as well as conditions of concluding and terminating agreements due to access and using the Application and mode of complaint procedure.
3. The User uses the Application pursuant to the rules specified in the Regulations.

## III TERMS AND CONDITIONS, TYPES AND SCOPE OF SERVICES

1. The User receives a complete access to the Application after passing the verification process conducted by the Service Provider.
2. The process of verifying the User covers checking.

3. The User, after positive passing the verification, may use all the options and solutions offered in the Application as well as he obtains access to all the contents of advertising nature, also including the contents constituting advertising of medicinal products.
4. The User hereby expresses consent for placing in the Application materials delivered by sponsor of the Application, including also materials of advertising nature as well as update of this information.
5. It is prohibited supplying by the Service Provider contents of illegal nature.
6. The User uses the Application free of charge which means that he does not incur fees for using the Application as well as he does not obtain financial benefit due to using the Application.
7. The Application is only of educational nature and covers among others:
  - a) Information about the ways of treatment of various illnesses, including among others about dosages of medicines, medicines, international and trade names of preparations,
  - b) Calculators (medical scales) helpful while assessing the condition of a patient.

#### **IV TECHNICAL REQUIREMENTS**

1. For proper operation of the Application there is necessary connection with Internet.
2. The Applications work on mobile devices with Android operational system and IOS version in three newest versions. The service provider may additionally enter the versions of Applications adapted to other operational systems.

#### **V RESPONSIBILITY**

1. The Service provider and acting on his order advisers and consultants use all efforts in order to ensure possibly the highest preciseness and updates of information contained in the Application.
2. The presented in the Application contents constitute only hints and suggestions which may be useful while granting health benefits. The final decision on treatment procedure and liability for that decision is taken by a doctor on the basis of current medical knowledge, rules of ethics and specific clinical situation.
3. Especially the Service Provider indicates that in special clinical situations the hints included in the Application may not constitute optimum way of treatment proceeding.
4. The Application does not constitute a medical product.
5. The Service Provider is not held liable for any damages which in a direct or indirect way result from using the Application.
6. The User uses the Application at his own risk.

## **VI CONDITIONS OF CONCLUDING AND TERMINATING THE AGREEMENT**

1. The Agreement on providing Service was concluded on the moment of performing by the Service Provider a verification of User's account and allowing him for access to functionalities offered by the Application. The positively verified user receives a complete access to functionalities of the Application.
2. The Agreement on providing the service by electronic way was concluded for unspecified time.
3. The termination of the agreement takes place on the moment of erasing the User's account.
4. The Service Provider and the User may any time terminate the agreement without providing the reason, without termination period and without formation of any claims related to that.
5. The Service Provider is especially entitled to erase the User's account and this way immediate termination of the agreement who uses the Application with the infringement of rules of Regulations.

## **VII LICENSE**

1. On the moment of concluding the agreement on providing the Service the Service Provider grants to the User a non-exclusive, non-transferrable License for using the Application only within the scope of the provisions of the Regulations.
2. Within the License the User may personally use the Application by means of a personal account in order to use the offered by the Application, functionalities pursuant to their use.
3. The User obtains the access to the Application in the place and time he chooses. The License covers the fields of exploitation:
  - a) Downloading the Application onto a mobile device,
  - b) Recording the Application on a mobile device,
  - c) Using the Application pursuant to the Regulations.
4. The License does not cover access to source codes.
5. The User is entitled to free-of-charge updates of the Application.
6. The User may not:
  - a) Resell, lease, rent, give under use, give under leasing or in any way disseminate the Application,
  - b) Perform translations of the Application,
  - c) Enter changes to the user manual of the Application.
7. The User may not in any way:
  - a) recompile, change, perform a reverse engineering or in any way interfere into the Application,
  - b) copy or in any way form systems, software, derivative applications,
  - c) erase or obstruct trademarks located in the Application,
  - d) print or in any way perpetuate source codes of the Application.

## **VIII PRIVACY**

1. Personal data of the Users are processed pursuant to the binding law, especially the Act on providing services by electronic mail as of July 18, 2002 (Journal of Acts 2018 item 650) and Directive of Parliament and Council (UE) 2016/679 as of April 27, 2016 concerning protection of physical persons due to processing of personal data and concerning free flow of such data and cancellation of the directive 95/46/WE (general directive on data protection) and the Act on protection of personal data as of May 10, 2018 (Journal of Acts 2018 item 100).
2. The administrator of personal data is Service Provider, i.e. 3Clicks Sp. z o.o. with its seat in Lublin (20-601), at 11A Tomasz Zan Street, entered into Register of Entrepreneurs of National Court Register kept by Regional Court for capital city of Warsaw, entered into Register of Entrepreneurs kept by Regional Court Lublin-Wschód in Lublin with its seat in Świdnik, 6<sup>th</sup> Commercial Section of National Court Register under number KRS 0000582144, NIP 5213710426, REGON 362817048.
3. Personal data of the Users is gathered and processed in order to register into Application and ensuring possibility of using the Service.
4. To implement the aim specified in previous point there is gathered and processed the following data:
  - a) Forename,
  - b) Surname,
  - c) Specialization,
  - d) Number of right to perform the profession (PWZ),
  - e) Date of birth,
  - f) Phone number,
  - g) e-mail address,
  - h) code of place of living.
5. The Administrator does not process certain categories of personal data.
6. Providing by the User personal data is of voluntary nature. The User is entitled to:
  - a) Access to contents of your data and receive their copies,
  - b) Correction their data,
  - c) Demanding erasure, limitation or bringing in objection towards processing it,
  - d) Withdrawal of consent in any moment without influence on compliance with right to process which was performer pursuant to the consent before its withdrawal,
  - e) Transfer of data,
  - f) Bringing in a complaint to the supervisory authority.
7. Providing data is of voluntary nature but is necessary to conclude and execute the agreement. In case of not providing personal data, the agreement shall not be concluded.
8. Personal data of the User shall be stored as long as it is necessary to execute an agreement joining the User with the Administrator or the agreement concluded by the entity for the benefit of the User and after that time for the

period corresponding to the period of expiry of claims which may be raised by the Administrator and which may be raised towards the Administrator. If the personal data of the User are processed in order to fulfill the legal obligation the Administrator is burdened with, the personal data shall be stored for the time necessary to fulfill the duty.

9. If personal data of the User are processed pursuant to the legally grounded interest of the Administrator when a ground of that processing is execution of the agreement concluded with the Administrator for the benefit of you, the data shall be processed until the time of fulfillment of legally grounded interest constituting the ground for that processing.
10. If personal data of the User are processed pursuant to legally grounded interest of the Administrator if the ground of that processing is direct marketing of his products and services, personal data shall be processed until the time of bringing in an objection by the User.
11. The Administrator may entrust processing of personal data of the User to the processing entities, especially companies cooperating and executing tasks on order and for the benefit of the Administrator and the entities entitled to obtain the data pursuant to the binding law. In such case there is concluded an agreement ensuring safety of such data. Due to that the entities may be changes the Administrator is not able to present their complete list. If you want to obtain information concerning such entities, one may turn with such enquiry to the Administrator. The Administrator shall not submit personal data of the Users to a third country (outside European Economic Area).
12. The Service Provider ensures proper technical means preventing obtaining and modifying personal data of the Users by unauthorized individuals, especially the Service Provider ensures solutions standing for encrypting of data.
13. The data of the Users are not subject to automated processing (for example profiling) which causes towards the User legal effects or in a similar way significantly affects the User, however we use the systems recording movement in the Application.

## **IX COOKIES FILES**

1. By „cookies” files one understands IT data, especially text files, stored in end devices of the Users used for using the Application. The files allow for identification of User’s device. „Cookies” usually contain name of a website they come from, time of storing it on the end device and a unique number.
2. The Applications may use „cookies” files. „cookies” files are used in order to adapt the Application to preferences of the User and optimize the Application. They are also used in order to form anonymous, segregated statistics, which help understand in the way the User uses the Application, which allows for improvement of their functionalities, excluding personal identification of the User.
3. There are used two types of „cookies” files – „session” and „permanent” ones. The first ones are temporary files which remain on the device of the User until the moment of logging out from the Application or it is switching off.

„Permanent“ files remain on the User's Device for the specified time in parameter of „cookies“ files or until the moment of their manual erasure by the User.

4. Usually the software used for browsing websites as default allows for placing „cookies“ files on the end device. These settings may be modified in a way not to block automatic servicing „cookies“ files or inform about their each sending on the User's device. Detailed information about possibilities and ways of servicing „cookies“ files is available in the settings of the software.
5. There is an obligation of obtaining a consent for using all types of „cookie“ files, except „cookie“ files belonging to category „Necessity“. The consent may be expressed by the User by settings of the internet browser.
6. In order to obtain more information about managing „cookie“ files, the User should use the function Help in the browser or visit the website: [www.aboutcookies.org](http://www.aboutcookies.org), on which there is provided information concerning management „cookie“ files in various browsers.
7. A limitation of function of „cookies“ files may affect some functionalities of the Application.

#### **X COMPLAINT PROCEEDING**

1. Any irregularities related to providing services and operation of the Application should be notified to the Service Provider by means of e-mail onto the address provided in the Application.
2. The notification should cover at least forename and surname of the User, PWZ number, e-mail address of the User and short description of the problem being the ground for the complaint.
3. The Service Provider has 14 days for inspection of the complaint.
4. Any questions, doubts and suggestions related to operation of the Application may be sent by means of e-mail onto the address provided in the Application.

#### **XI FINAL PROVISIONS**

1. The Service Provider reserves a possibility of changing the Regulations. The Users shall be informed about changes by means of the Application or e-mail.
2. The Regulations shall be published on the website of the Service Provider or in the Application.
3. The Regulations are made available free of charge before concluding an agreement on providing services by electronic way.
4. The Regulations come into force as of the day of their publication.