

TERMS AND CONDITIONS
OF ORDERING SERVICES AT DAMIAN ONLINE AND DAMIAN MOBILE,
version 1/2024

§ 1.

GENERAL PROVISIONS; GLOSSARY

1. These Terms and Conditions set out:
 - the rules and terms of using the Online Shop;
 - the method of concluding an agreement for the provision of the Service, including the conditions for placing an Order;
 - the terms of payment of the Service price by the Customer;
 - the Customer's right to withdraw from Service agreement;
 - the rules of submission and processing of complaints.
2. Whenever any of the terms set out below are used in these T&Cs, they shall have the following meaning:
 - **Portal** – the Damian On Line website available at: online24.damian.pl and the Damian Mobile app;
 - **Online Shop** – the shop module of the Portal, operated by the Damian Medical Centre;
 - **Damian Medical Centre** – Centrum Medyczne Damiana Holding sp. z o. o. with its registered office in Warsaw, ul. Wałbrzyska 46, 02-739 Warsaw, entered in the Register of Entrepreneurs of the National Court Register under KRS no.: 0000189581;
 - **Customer** – a natural person with full legal capacity, ordering a Service;
 - **Service** – a service that can be ordered from the Online Shop;
 - **Terms and Conditions of Services** – the “General Terms and Conditions of Service Ordered in the Online Shop by Damian Medical Centre”, the “Terms and Conditions of Telemedicine at Damian Medical Centre” or other terms and conditions of service or regulations posted in the Online Shop concerning a given Service;
 - **Order** – the Customer's declaration of intent to order a Service in the Online Shop expressed by selecting a specific Service, including the place and time of its provision, proceeding to the “pay and book” step and making the payment;
 - **Purchase Confirmation** – an e-mail sent by the Online Shop to the e-mail address indicated by the Customer constituting a declaration of will of Damian Medical Centre to accept the Order;
 - **Agreement (Transaction)** – an agreement on ordering a Service concluded between the Customer and Damian Medical Centre by way of delivering a Purchase Confirmation to the Customer;
 - **Damian Medical Centre Helpline** – a helpline available at 22 566 22 22 offering support in the purchasing process, including additional information about the Services.

§ 2.

RULES AND TERMS OF USING THE ONLINE SHOP

The Online Shop may be used by any user of the Portal, subject to the rules set out in the Portal Regulations.

§ 3.

INFORMATION ABOUT THE SERVICES

1. The information about the Services constitutes an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code.
2. A description and terms of use of the Service can be found in the relevant Terms of Service. The prices indicated in the Online Shop are expressed in Polish złoty (PLN). The total cost of the Order is indicated before the Order is placed. The prices are gross amounts.
3. Damian Medical Centre reserves the right to make ongoing changes to prices and types of Services. Such a change shall not affect the content of an Agreement concluded prior to the change.

§ 4.

ORDER SUBMISSION, AGREEMENT CONCLUSION

1. The Customer may place Orders for Services available from the Online Shop 7 (seven) days a week 24 (twenty-four) hours a day, subject to prohibitions or restrictions on trade resulting from mandatory legal provisions and technical interruptions.
2. To place an Order, it is necessary to select a Service, including the date for its performance, and then to follow the subsequent steps for concluding the Transaction, in particular:
 - 1) to accept these Terms and Conditions, the Terms of Service, Damian Medical Centre Privacy Policy, Damian Mobile Privacy Policy;
 - 2) to select the payment method;
 - 3) to click on the “Pay and Book” button.
3. An Order is considered to have been duly placed if the Customer has made full payment.
4. The time of conclusion of the Agreement is the time of receipt of the Purchase Confirmation by the Customer.
5. In the event that payment for the Service is not received within 15 (fifteen) minutes of clicking “Pay and Book”, the Order shall be deemed not to have been submitted.

§ 5.

PAYMENT

Payment is made via the payment operator chosen by the Customer.

§ 6.

NON-PERFORMANCE OF THE AGREEMENT

1. Damian Medical Centre may refrain from performing the Agreement in the event that its performance is impossible or involves a risk of damage following a justified suspicion of a crime, offence or other violation of the law in connection with the Order.

2. The Agreement is enforceable if doubts are clarified or irregularities removed. Damian Medical Centre may also cancel an Order if irregularities are irremediable or are not remedied within a reasonable period of time. If Damian Medical Centre terminates the Agreement or if the Agreement is invalid in accordance with the provisions of the Civil Code, the Customer shall be refunded the price paid. The refund of the price paid is tantamount to a declaration by Damian Medical Centre that the Agreement has been terminated or a declaration that the consequences of issuing a Purchase Confirmation have been waived.

§ 7.

WITHDRAWAL FROM THE AGREEMENT

1. The Customer may withdraw from the Agreement without giving any reason within 14 days from the conclusion of the Agreement by sending an email to: e-dok@damian.pl or by using the online form available in the Online Shop.
2. Damian Medical Centre guarantees a refund of the paid price within 14 (fourteen) days to the bank account from which the payment was initiated without charging the Customer with any additional costs.
3. If the Terms of Service stipulate an obligation on the part of the Customer to pay a fee, a contractual penalty for late cancellation or non-cancellation of a Service and the prerequisites for this obligation have been fulfilled before the withdrawal from the Agreement, the amount due shall be deducted from the refundable price in accordance with the preceding section. In the event that the Terms of Service or the Portal Regulations provide, in connection with late cancellation of a Service or non-cancellation of a Service, for termination of the Agreement, forfeiture of the refund of funds paid or for any other sanction, and if the prerequisites for applying this sanction have been fulfilled before the cancellation of the Agreement, the sanction shall apply.

§ 8.

SERVICE DATE CHANGE

Rescheduling a Service without extra cost or penalty is possible within the timeframe indicated in the Terms of Service.

§ 9.

PERSONAL DETAILS

Personal data provided by the Customers in the Online Shop are processed by Damian Medical Centre as the Data Controller. Damian Medical Centre processes personal data in order to conclude and perform the Agreement with the Customer. Information regarding personal data can be found in the Privacy Policy of the Damian Mobile App at <https://www.damian.pl/dol/polityka-prywatnosci-damian-mobile/> and in the Privacy Policy of the Damian OnLine Portal at <https://www.damian.pl/polityka-prywatnosci/>.

§ 10.

COMPLAINTS

1. Communications such as questions, suggestions, reports of problems with the Online Shop may be submitted in one of the following ways:
 - 1) by e-mail sent to the following address: e-dok@damian.pl;
 - 2) by telephone on 22 566 22 22, available on weekdays between 7 AM and 9 PM.

2. Complaints concerning customer service are dealt with within 10 (ten) working days.
3. Complaints concerning ordered Services are processed within 30 (thirty) working days from the date of receipt of all data necessary to examine the complaint at the address of Damian Medical Centre or at the following e-mail address: reklamacje@damian.pl.
4. At the request of Damian Medical Centre, the Customer shall take steps to enable Damian Medical Centre to obtain information necessary to properly handle a complaint.

11.

FINAL PROVISIONS

1. A service purchased from the Online Shop cannot be transferred for use, under any legal title, even in part, to a third party without the consent of Damian Medical Centre.
2. Purchased Services do not replace services that Damian Medical Centre is obliged to provide on the basis of a legal relationship other than the Agreement.
3. An amendment to these Terms and Conditions does not affect the performance of any Agreement concluded before the amendment came into force.