

TERMS AND CONDITIONS
OF USE OF DAMIAN ONLINE PORTAL AND DAMIAN MOBILE APP

These Terms and Conditions shall apply to the use of the services available via the Damian OnLine Portal and the Damian Mobile App provided by Centrum Medyczne Damiana Holding sp. z.o.o. with its registered office in Warsaw, ul. Walbrzyska 46, entered in the National Court Register under KRS number 0000189581 (“**Damian Medical Centre**”).

§ 1.

Definitions

Whenever the following terms are used in the T&Cs, they shall have the following meaning:

- 1) **Damian Mobile** - software version for mobile devices that enables the user to order Damian Medical Centre services and to use other functions; downloadable for Android mobile devices from the Google Play Store, and for iOS mobile devices from the AppStore,
- 2) **Customer Service Department (CSD)** - a call centre for the customers of Damian Medical Centre, available on 22 566 22 22*,
- 3) **Password** - an individual access password given in accordance with the Terms and Conditions,
- 4) **Patient Record** - a set of recent identification data authorised by the user and stored in the IT system of Damian Medical Centre,
- 5) **MRN** - a unique Patient Record number indicated in the Patient Record,
- 6) **Account** or **Profile** - a set of data stored in the Portal, concerning a given user, available generally only to that user,
- 7) **Terms and Conditions** - these Terms and Conditions,
- 8) **Portal** - Damian OnLine or Damian Mobile (together or each separately - depending on the context),
- 9) **Damian OnLine Portal** - an online platform that enables the user to order services from Damian Medical Centre and to use other functions.

§ 2.

Other general provisions

1. The user can be an adult natural person. The user may also be the legal representative of a person with limited legal capacity, in particular a minor child.
2. While using the Portal, it is forbidden to publish unlawful content that violates the laws in force in the Republic of Poland or good manners.
3. The user is obliged to refrain from any activity that could adversely affect the proper functioning of the Portal, including, in particular, interfering with the content of the Portal or its technical components. Furthermore, it is prohibited to use the Portal for purposes contrary to its intended purpose.
4. The Portal is available to use free of charge. The costs of connecting to the Portal, whether by the Internet, telephone or other data transmission methods, shall be borne by the user.

§ 3.

Portal features, technical requirements, password

1. Through the Portal, the user gains access to:
 - 1) their own profile;
 - 2) another user's profile on the basis of their consent given via the Portal by going to the "Manage Profiles" tab and activating the "Share your Profile" function;
 - 3) the profile of the person for whom they are a legal representative, in particular a minor child.
2. An up-to-date, detailed list of the functions available via Damian OnLine Portal and Damian Mobile App can be found at <https://www.damian.pl/dol/damian-online-faq/> (FAQ for the Portal).
3. When accessing another user's profile in accordance with item 1(2), the user does not gain access to medical records, "My Data" and "Settings" tabs.
4. **[Access to the simple version of the Portal]**
The user can gain limited access to the Portal functions by providing their login and PESEL or, if no PESEL has been assigned, their passport number when logging in, and this data should be consistent with the Patient Record. Such access includes the ability to:
 - 1) book medical appointments and diagnostic tests;
 - 2) make payments in accordance with § 5.
5. Details on the operation of specific features of the Portal can be found in the corresponding tabs in the Portal.

§ 4.

Access to the Portal

1. The Damian OnLine Portal can be accessed by visiting online24.damian.pl. One of the following browsers is required: Chrome 67+, Firefox 68+, Safari 14+, Opera 54+ or Edge 79+.
2. In order to use the Damian Mobile App, it is necessary to have a phone with Android: 8.0+, or iOS: 15+.
3. In order to gain full access to the Portal, the user should:
 - 1) collect the password in person from any branch of Damian Medical Centre by presenting their identity card or passport at the reception desk, in accordance with items 4-7; or
 - 2) confirm their identity online by using the "Moje ID" service offered by the National Clearing House (KIR) and set a password in line with items 8-11; more information on the Moje ID service can be found at www.mojeid.pl.
4. During verification by the reception staff, the user is obliged to provide data consistent with the legal and factual state of affairs.
5. In the process of issuing a password in accordance with item 2(1), the user shall provide a login, which shall be the MRN. The password consists of four digits chosen by the user and four digits automatically generated by the Portal given to the user by the reception staff. The entire password is known only to the user (**temporary password**).
6. When logging in for the first time, the user should change the temporary password to a password chosen by the user (**target password**). The target password should contain at least 12 characters, including upper-case and lower-case letters, a number and a special

character. The target password should not contain: three identical consecutive digits (e.g. 111), an ascending or descending sequence (e.g. 123 or 321).

7. If the user chooses to confirm their identity using the “Moje ID” service, they should accept the Terms and Conditions and then they will be redirected to a page where they can choose an entity cooperating with KIR whose services they want to use to confirm their identity.
8. Identity verification is carried out in accordance with the terms of service of the entity selected by the user.
9. Once identity has been confirmed, the user sets the target password. The second and third sentence of item 6 shall apply.
10. The login for the Portal is the MRN.
11. The password should be known only to the user. Damian Medical Centre is not responsible for the consequences of not ensuring proper password security or for the user making the password available to a third party.
12. If an incorrect password is entered three times when logging into the Portal, the account will be blocked for security reasons. The account will be automatically unlocked after 15 minutes.
13. If no action is taken after logging in to the Portal for 3 minutes or if the user leaves the Portal without logging out, they will be automatically logged out for security reasons.
14. The user should immediately report a lost or misplaced password to the Customer Contact Centre - email address: dol@damian.pl, telephone: 22 566 22 22. Access to the Portal will be blocked immediately. To obtain a new password, please go to the reception desk at any Damian Medical Centre facility.
15. The Portal makes it possible to reset a forgotten password. To do this, the user is required to enter the login, the e-mail address from the Patient Record and date of birth. The Portal will send a link to the email address provided to set a password, which will be active for 24 hours.
16. The Portal can send a reminder in case of a forgotten MRN. To this end, the user should enter their full name as well as their PESEL or, in the case of foreigners, their passport number as it appears in the Patient Record. The system will send the MRN to the e-mail address listed in the Patient Record.
17. The user is obliged to inform Damian Medical Centre immediately of any violation of their rights to their login or password.
18. **[Two-step verification]** In order to increase the level of security of personal data processed via the Portal, it is recommended to activate two-step verification. When two-step verification is chosen and the user wishes to log into the Portal for the first time on the given electronic device, after entering the login and password they will additionally have to enter a verification code consisting of six characters, received by text message. To choose two-step verification, after logging into the account go to the “Security” tab and then follow the instructions for setting up two-step verification.

§ 5.

Ordering paid services

Paid services are ordered in accordance with separate terms and conditions, which are available on <https://www.damian.pl/dol/>.

§ 6.

Personal data protection

1. Users' personal data in the Portal are processed by Centrum Medyczne Damiana Holding sp. z o.o. with its registered office at ul. Wałbrzyska 46, 02-739 Warsaw ("**Controller**") in order to enable the user to use the Portal.
2. The provision of personal data by the user is voluntary, but necessary for the use of the Portal.
3. The user has the right to access their personal data and to correct and delete data. Personal data may be corrected or deleted on the basis of a request addressed to the Controller or by submitting a request at the reception desk of any branch of Damian Medical Centre; the addresses of the facilities can be found on damian.pl.
4. By providing personal data, the user declares that the data are their data.
5. Detailed provisions regarding personal data protection 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/>.

§ 7.

Conclusion and termination of the agreement on the use of the Portal

1. As a condition for the conclusion of an agreement by the user concerning the use of the Portal, the user must accept the Terms and Conditions.
2. The user may terminate the agreement on the use of the Portal at any time without stating a reason. A termination request should be sent to the following email address: dol@damian.pl or by letter to the address indicated in § 6(1). The request must include the MRN.
3. Upon termination of the agreement, the user loses access to the Portal. The Medical Centre does not delete any data contained in the user profile.
4. The User may at any time request to use the Portal again; the provisions of § 4 shall apply.

§ 8.

Complaints

1. If the user has any questions or concerns about the use of the Portal, they may submit a complaint to: e-dok@damian.pl or contact Customer Service.
2. A properly submitted complaint should include details that identify the user, i.e. given name, surname, MRN, as well as a description of the problem complained about.
3. Upon receipt of a complaint, Damian Medical Centre shall immediately take action to clarify the matter and respond within 30 (thirty) days by telephone or to the user's e-mail address specified in the complaint, or if it has not been provided, to the e-mail address specified in the Patient Record, or by sending a response by mail if the user indicates in their request that they wish to receive a response in this manner.

§ 9.

Final provisions

1. Damian Medical Centre is not responsible for any technical problems or limitations occurring in devices used to connect to the Portal, the IT system and the telecommunication infrastructure used.
2. Damian Medical Centre reserves the right to amend the T&Cs, in particular in the case of:
 - 1) changes in legislation concerning the provision of services covered by these Terms and Conditions,
 - 2) decisions or rulings of administrative authorities or courts affecting the provision of services under these Terms and Conditions.
 - 3) introduction of new technological solutions connected to the services provided by the Portal.
3. Changes to the Terms and Conditions shall be communicated to the user no later than 2 weeks before the proposed effective date of the changes. For this purpose, Damian Medical Centre shall make the text of amendments to the T&Cs available to the user electronically and by posting them on the website of Damian Medical Centre. If the user does not object to the proposed changes, they will take effect on the date indicated in the change notice. Objections should be sent by e-mail to the following addresses: [e-dok@damian.pl](mailto:edok@damian.pl). The submission of an objection has the effect of terminating the agreement for use of the Website.
4. Matters not regulated by these Terms and Conditions shall be governed by the provisions of the Civil Code and other laws applicable in the Republic of Poland.