

Store Terms and Conditions

§ I. General Provisions

1. These Terms and Conditions set out the rules for using the online store available at www.galeriaestetyczna.pl.
2. These Terms and Conditions constitute the regulations referred to in Article 8 of the Act on the Provision of Electronic Services.
3. The online store operating at www.galeriaestetyczna.pl is run by Medical Brokers Adam Cieślak, with its registered office in Zgierz, at ul. Lipowa 1, postal code 95-100, Tax Identification Number (NIP): 7261238810, National Business Registry Number (REGON): 473016954.

Contact details:

- a) postal address: ul. 20 Października 30, 63-000 Środa Wielkopolska
- b) e-mail address: biuro@galeriaestetyczna.pl
- c) telephone: +48 509 50 70 90
- d) return address (in the case of withdrawal from the Agreement): ul. 20 Października 30, 63-000 Środa Wielkopolska
e-mail: biuro@galeriaestetyczna.pl

Whenever the following terms are used in these Terms and Conditions, they shall mean:

1. Customer – a natural person, legal person, or organizational unit without legal personality, to which specific provisions grant legal capacity, who places an Order within the Online Store MEDICAL BROKERS;
2. Wholesale Customer – a Customer being a natural person, legal person, or organizational unit without legal personality, to which specific provisions grant legal capacity, who places a wholesale Order in the Online Store MEDICAL BROKERS directly in connection with their business or professional activity. To place a wholesale order, the Customer is requested to contact us via e-mail: sekretariat@galeriaestetyczna.pl or by telephone at: +48 509 50 70 90.
3. Civil Code – the Act of 23 April 1964 (Journal of Laws of 2016, item 380, as amended);
4. Consumer – a Customer who is a natural person and performs a legal act with MEDICAL BROKERS not directly related to their business or professional activity, in particular who places an Order in the Online Store;
5. Terms and Conditions – these Terms and Conditions for the provision of electronic services within the Online Store GALERIA ESTETYCZNA;

6. Online Store (Store) – the online service available at www.galeriaestetyczna.pl, through which the Customer may in particular place Orders, operated by MEDICAL BROKERS;
7. MEDICAL BROKERS (Seller) – MEDICAL BROKERS Adam Cieślak with its registered office in Zgierz, ul. Lipowa 1, NIP: 7261238810, REGON: 473016954;
8. Goods – all products presented in the Online Store;
9. Customer Account – a digital service within the meaning of the Consumer Rights Act, provided free of charge electronically by the Seller to the Customer, enabling the Customer to use additional functions in the Store;
10. GE Club Loyalty Program – a loyalty program operated by the Seller in the Store, under which a Customer holding an Account may earn and use Points under the rules set out in the Terms and Conditions;
11. Points – points awarded to the Customer under the rules specified in the Terms and Conditions within the Loyalty Program, allowing the Customer to purchase selected products in the Store at a discount;
12. Newsletter – messages concerning the Store, including information on offers, promotions, and new products in the Store, provided free of charge to the Customer by the Seller under the Agreement, constituting digital content within the meaning of the Consumer Rights Act;
13. Bonus – digital content within the meaning of the Consumer Rights Act, provided free of charge to the Customer by the Seller under the Agreement, in exchange for subscribing to the Newsletter (lead magnet). The type of Bonus is indicated in the Store;
14. Sales Agreement – a contract of sale of Goods within the meaning of the Civil Code, concluded between MEDICAL BROKERS Adam Cieślak, with its registered office in Zgierz, ul. Lipowa 1, NIP: 7261238810, REGON: 473016954, and the Customer, concluded through the Store's online service;
15. Act on the Provision of Electronic Services – the Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2013, item 1422, as amended);
16. Consumer Rights Act – the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827);
17. Order – a declaration of intent by the Customer aimed directly at concluding a Sales Agreement, specifying in particular the type and quantity of Goods, as well as the price and method of payment;
18. Entrepreneur with Consumer Rights – a natural person concluding an agreement with the Seller directly related to their business activity, where it follows from the

content of the agreement that it does not have a professional character for that person, in particular resulting from the subject of their business activity made available on the basis of provisions of the Central Register and Information on Economic Activity;

19. Layperson – a natural person who does not have formal education in the relevant field of health care, medicine, aesthetic medicine, or dentistry;
20. Professional – a natural person who is not a layperson, i.e., a natural person with formal education in the relevant field of health care, medicine, aesthetic medicine, or dentistry.
21. These Terms and Conditions set out the rules for using the Online Store, in particular the rules for registering and using an account within the Online Store, the conditions and procedures for placing Orders electronically within the Online Store, the rules for concluding Sales Agreements using services provided within the Online Store, the rules for the protection of personal data, as well as the complaint procedure.
22. Customers may access these Terms and Conditions at any time via the link placed on the homepage of www.galeriaestetyczna.pl, and may download and print them.
23. Information on Goods provided on the Store's website, in particular their descriptions, technical and functional parameters, and prices, constitute an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code.

§ II. Technical Requirements

1. For the proper functioning of the Store, the following are required:
 - a device with Internet access
 - a web browser supporting JavaScript and cookies.
2. To place an order in the Store, apart from the requirements specified in paragraph 1, an active e-mail account is necessary.

§ III. Rules for Using the Online Store

1. No prior registration is required to use the Online Store services.
2. Only professionals may use the Store; therefore, MEDICAL BROKERS requires the Customer to submit the following declaration before starting to use the Store:

“Considering the provisions of generally applicable law, I declare that I am a professional with formal education in the relevant field of health care, medicine, aesthetic medicine, or dentistry, or I am an entrepreneur interested in the Store's

products in connection with my business activity.”

After confirming the above declaration, the Customer is redirected to the Store’s website.

Users who do not meet the above criteria may not use the resources of the website, as they may be dangerous for them.

3. MEDICAL BROKERS may deprive the Customer of the right to use the Online Store, as well as limit their access to part or all of the Store’s resources, with immediate effect, in the event of violation of the Terms and Conditions, in particular if the Customer:
 1. has provided untrue, inaccurate, or outdated information that is misleading or infringes the rights of third parties;
 2. has committed, through the Online Store, a violation of the personal rights of third parties, in particular the personal rights of other Customers of the Online Store;
 3. commits other acts which MEDICAL BROKERS deems to be contrary to applicable law or the general principles of using the Internet, or detrimental to the good name of MEDICAL BROKERS.
 4. A person deprived of the right to use the Online Store may not place another order without the prior consent of MEDICAL BROKERS.
 5. In order to ensure the security of communication and data transmitted in connection with the services provided via the website, the Online Store undertakes technical and organizational measures appropriate to the degree of threat to the security of the services provided, in particular measures aimed at preventing unauthorized persons from obtaining and modifying personal data transmitted on the Internet.
6. The Customer is in particular obliged to:
 1. not provide or transmit content prohibited by law, e.g. content promoting violence, defamatory content, or content infringing the personal rights and other rights of third parties;
 2. use the Online Store in a manner that does not disrupt its functioning, in particular by using specific software or devices;
 3. refrain from actions such as sending or posting unsolicited commercial information (spam) within the Online Store;
 4. use the Online Store in a manner that is not burdensome for other Customers and for MEDICAL BROKERS;
 5. use all content posted within the Online Store solely for their own personal use;

6. use the Online Store in accordance with the law in force in the territory of the Republic of Poland, the provisions of these Terms and Conditions, as well as the general principles of using the Internet.

§ IV. Procedure for Concluding a Sales Agreement

1. In order to conclude a Sales Agreement via the Online Store, the Customer must go to the website www.galeriaestetyczna.pl, select products, and take subsequent technical steps based on the messages displayed to the Customer and the information available on the website.
2. The selection of Goods ordered by the Customer is made by adding them to the cart.
3. During the placement of the Order, until the "Order" button is pressed, the Customer has the option to modify the entered data as well as the selection of Goods. For this purpose, the Customer should follow the messages displayed and the information available on the website.
4. After the Customer using the Online Store has provided all the necessary data, a summary of the placed Order will be displayed.
The summary of the placed Order will include information concerning:
 1. the subject of the Order;
 2. the unit and total price of the ordered products or services, including delivery costs and additional costs (if applicable), together with all applicable taxes and other charges;
 3. the selected method of payment;
 4. the selected method of delivery.
5. To submit the Order, it is necessary to accept the content of the Terms and Conditions, provide the personal data marked as mandatory, and press the "Order" button. An Order placed via the Online Store entails the obligation to pay.
6. Sending the Order by the Customer constitutes a declaration of intent to conclude a Sales Agreement with MEDICAL BROKERS in accordance with the provisions of the Terms and Conditions.
7. The Agreement is deemed concluded at the moment the Customer presses the "Order" button.

§ V. Delivery

1. The ordered Products will be delivered by the Seller:

- to the address indicated by the Customer via a courier company;
 - to a collection point.
2. The Seller informs the Customer about the dispatch of the Products by e-mail.
 3. The dispatch of Products with different delivery times takes place after they have been collected together.
 4. The maximum order processing time from the moment of receiving the payment to the dispatch of the goods is 4 business days.

Recommendations upon receipt of the Product shipped by the Seller to the address indicated by the Customer:

- a) Check the external condition of the delivered shipment.
- b) Check the contents of the shipment in the presence of the courier with regard to the completeness of the Product, as well as its technical and visual condition.
- c) Detection of any mechanical damage to the shipment or its logistic security should result in the Customer refusing to accept the Shipment and immediately informing the Seller of this fact.
- d) In the event of identifying mechanical damage to the Shipment, its logistic security, or damage to the Product and its incompleteness, it is recommended to prepare a damage report on the appropriate document provided by the Carrier. The damage report should include, in particular, information concerning a description of the damage, the date, and the time of delivery of the Shipment. Subsequently, the fully completed and signed damage report should be promptly forwarded to the Seller by e-mail to: biuro@galeriaestetyczna.pl or in writing to: ul. 20 Października 30, 63-000 Środa Wlkp.

6. Failure to comply with the above recommendations does not affect the exercise of the rights granted to the Customer in connection with defects of the Products under generally applicable provisions of law.
7. Detailed terms of Product delivery by the carrier are described in the relevant contractual regulations applicable to the carrier.
8. The delivery cost within the territory of the Republic of Poland, for orders exceeding PLN 299, shall be borne by the Seller.
9. Shipment outside the borders of the Republic of Poland (RP).
The delivery times and costs for shipments outside the RP are described in the "Delivery Times and Costs" section.
10. VAT within the territory of the Republic of Poland is included in the order price.
11. The delivery time is up to 7 business days from the date the Customer places and pays for the Order.

§ VI. Prices and Payment Methods

1. The following payment methods are available in the Store:

Instant Payments

You can pay for your order immediately using one of the selected methods. Payment details will not be required or will already be pre-filled, which reduces the risk of error, e.g. when copying the account number. All you need to do is check the pre-filled data and confirm the payment – the amount will be immediately transferred to our Store. Thanks to this, we can begin processing your order without waiting for confirmation of the transfer from the bank.

Payments in our Store are fully secure, encrypted, and protected with an SSL certificate. Instant payments are processed through the PayU payment gateway.

- **Instant transfer** – a convenient method based on bank transfers, but without the need to manually enter data (recipient's account number, amount, transfer title). After logging in to online banking, all you need to do is confirm the transaction, e.g. with an SMS code.
- **BLIK** – fast and secure payments using an authorization code generated in your bank's mobile application.
- **Payment card** – a method requiring the entry of debit or credit card details and transaction confirmation.
- **Apple Pay** – a digital wallet replacing payment cards or cash. Payment on Apple devices is made with a single touch or glance.
- **Google Pay** – a very convenient method of payment using a phone. The digital wallet uses a linked payment card.

Traditional Payments

- **Bank transfer** – after placing the order, the goods will be reserved for you, and you will receive by e-mail the account number to which the funds should be transferred. Payment can be made via online banking, at a bank branch, or at the post office. Choosing this method extends the order processing time by the period required for the transfer to be credited.
- **Cash on delivery (COD)** – payment is made to the courier upon receipt of the shipment. It is advisable to prepare the exact amount in cash, as not all couriers carry a payment terminal.

2. If the Buyer chooses advance payment, the order must be paid for within 3 business days from the date the order is placed.

3. By making purchases in the Store, the Buyer accepts the use of electronic invoices by the Seller. The Buyer has the right to withdraw their acceptance.

4. In the event that it becomes necessary to refund funds for a transaction made by the Customer using a payment card, the Seller shall make the refund to the bank account assigned to the Customer's payment card.

§ VII. Right of Withdrawal from the Agreement

1. In accordance with Article 27 of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827), a Customer who is a Consumer and who has concluded a distance contract via the Online Store may withdraw from such contract within 14 days without giving any reason. The instruction on the right of withdrawal, containing in particular information on the manner and time limit for exercising the right of withdrawal, as well as on the costs of returning the goods in the event of withdrawal, which are borne by the Consumer, constitutes Annex No. 1 to these Terms and Conditions.
2. The withdrawal period begins on the day on which the Consumer took possession of the goods or on which a third party, other than the carrier and indicated by the Consumer, took possession of the goods. In the case of a contract covering multiple goods delivered separately, in batches, or in parts, the withdrawal period begins on the day on which the Consumer took possession of the last item, the last batch, or part, or on which a third party, other than the carrier and indicated by the Consumer, took possession of the last item, batch, or part. In the case of a contract involving the regular delivery of goods for a specified period, the withdrawal period begins on the day of taking possession of the first item. For other contracts, the withdrawal period begins on the date of conclusion of the contract.
3. Pursuant to Article 30 of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827), the Consumer may withdraw from the contract by informing MEDICAL BROKERS of their decision to withdraw by means of an unequivocal statement sent to the address of MEDICAL BROKERS or to the e-mail address of the Store specified in § I, point 3 b) of these Terms and Conditions.
4. To comply with the withdrawal deadline, it is sufficient to send the information concerning the exercise of the right of withdrawal before the expiry of the deadline specified in § VII point 1.
5. In the event of withdrawal from the contract, the contract shall be deemed not concluded. If a Customer who is a Consumer submitted a declaration of withdrawal before MEDICAL BROKERS accepted their offer, the offer ceases to be binding.
6. In the event of withdrawal from the contract, the Consumer is obliged to return the goods immediately, but no later than within 14 days from the day on which they informed MEDICAL BROKERS of their withdrawal from the contract. To meet the deadline, it is sufficient for the Consumer to send the goods before the expiry of the 14-day period to the address of MEDICAL BROKERS specified in § I, point 3 d) of these Terms and Conditions.

7. The Consumer is obliged to bear the direct costs of returning the Goods.
8. In the event of withdrawal from the contract, MEDICAL BROKERS shall immediately, and no later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal, reimburse the Consumer all payments received from them, including the costs of delivery of the Goods. If the Consumer has chosen a delivery method other than the cheapest standard delivery method offered by MEDICAL BROKERS, MEDICAL BROKERS shall not be obliged to reimburse the additional costs incurred by the Consumer.
9. The reimbursement shall be made by MEDICAL BROKERS using the same payment method as that used by the Consumer, unless the Consumer has expressly agreed to another method of reimbursement that does not involve any costs for them.
10. MEDICAL BROKERS may withhold reimbursement of payments received from the Consumer until the goods have been returned or the Consumer has provided proof of having sent the goods back, whichever occurs first.
11. The Consumer shall be liable for any diminished value of the goods resulting from the use of the goods in a manner other than that necessary to establish their nature, characteristics, and functioning.

§ VIII. Complaints Regarding Purchased Goods

1. MEDICAL BROKERS is obliged to deliver goods to Customers of the Store free from physical and legal defects. MEDICAL BROKERS shall be liable to Customers for defects in the goods on the terms set out in the provisions of the Civil Code Act of 23 April 1964 (Journal of Laws of 2016, item 380, as amended), in particular Articles 556 and subsequent of the Civil Code.
2. If the sold item has a defect, the Customer may submit a statement requesting a price reduction or withdrawal from the contract, unless the Seller immediately and without undue inconvenience to the Customer replaces the defective item with one free from defects or removes the defect.
3. The Customer may not withdraw from the contract if the defect is insignificant.
4. Complaints should be submitted in writing or electronically to the following e-mail address: biuro@galeriaestetyczna.pl.
5. The complaint should include in particular:
 1. name and surname,
 2. correspondence address,

3. e-mail address to which the response to the complaint is to be sent (if the Customer wishes to receive the response by e-mail),
 4. date of purchase of the goods,
 5. type of goods subject to complaint,
 6. detailed description of the defect and the date it was detected,
 7. Customer's request,
 8. preferred method of informing the Customer about how the complaint will be handled.
6. Together with the complaint submission, the Customer should provide MEDICAL BROKERS with proof of purchase of the goods. This may be, for example, a copy of a receipt or invoice, a printout from a payment card, or another proof of purchase of the goods.
 7. A Customer exercising rights under the warranty is obliged, at the expense of MEDICAL BROKERS, to deliver the defective goods to the address of MEDICAL BROKERS indicated in § I point 3 d) of these Terms and Conditions.
 8. MEDICAL BROKERS shall consider and respond to the complaint immediately, no later than within 14 days from the date of submission of the complaint. The Customer will be informed of the method of handling the complaint in accordance with the data provided in the complaint submission.

§ IX. Complaints Concerning the Provision of Electronic Services

1. MEDICAL BROKERS undertakes actions to ensure the fully correct functioning of the Store, to the extent resulting from current technical knowledge, and undertakes to remove any irregularities reported by Customers within a reasonable time.
2. The Customer is obliged to immediately notify MEDICAL BROKERS of any irregularities or interruptions in the functioning of the Online Store service.
3. Irregularities related to the functioning of the Store may be reported by e-mail to: biuro@galeriaestetyczna.pl.
4. The complaint should include the Customer's name and surname, correspondence address, the type and date of occurrence of the irregularity related to the functioning of the Store.

5. MEDICAL BROKERS undertakes to consider each complaint referred to in this section within 14 days, and if this is not possible, to inform the Customer within this period when the complaint will be resolved.

§ X. Out-of-Court Complaint Handling and Redress Procedures

1. In the event of a dispute, a Customer who is a Consumer has the possibility to use out-of-court complaint handling and redress procedures. In particular, the Customer is entitled to apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings, or to apply to the permanent consumer arbitration court operating at the provincial inspector of the Trade Inspection with a request to resolve the dispute arising from the concluded sales agreement.
2. A Customer who is a Consumer may also obtain free assistance and necessary information from district consumer ombudsmen.
3. A Customer who is a Consumer may also use the Online Dispute Resolution (ODR) platform available at <http://ec.europa.eu/consumers/odr/> operating within the territory of the European Union. The ODR platform enables comprehensive service for consumers and businesses seeking out-of-court dispute resolution. The ODR platform is an interactive website that provides electronic and free access in all official languages of the European Union.
4. The use of out-of-court complaint handling and redress procedures is voluntary, and both parties must agree to the proceedings.
5. The rules for the organization and functioning of permanent consumer arbitration courts are set out in the Regulation of the Minister of Justice of 25 September 2001 on the rules of organization and functioning of permanent consumer arbitration courts (Journal of Laws 2001, No. 113, item 1214).
6. Detailed information on out-of-court methods of resolving disputes between entrepreneurs and consumers can be found on the website of the Office of Competition and Consumer Protection at:
http://www.uokik.gov.pl/spory_konsumenckie.php

§ XI. Privacy Policy of the Galeria Estetyczna Store

CONTROLLER OF PERSONAL DATA

Adam Cieslak, an entrepreneur conducting business under the name Medical Brokers Adam Cieślak, entered in the Central Register and Information on Economic Activity maintained by the minister competent for the economy and for keeping the Central Register and Information on Economic Activity, NIP (Tax ID) 7261238810, REGON 473016954, ul. Lipowa 1, 95-100 Zgierz.

If you wish to contact us in connection with our processing of your personal data, please write to us at: biuro@galeriaestetyczna.pl.

YOUR RIGHTS

You have the right to request:

- access to your personal data, including obtaining a copy of your data (Article 15 GDPR or—where applicable—Article 13(1)(f) GDPR),
- rectification of your data (Article 16 GDPR),
- erasure (Article 17 GDPR),
- restriction of processing (Article 18 GDPR),
- data portability to another controller (Article 20 GDPR).

You also have the right:

- to object at any time to the processing of your data:
 - on grounds relating to your particular situation—against processing concerning you that is based on Article 6(1)(f) GDPR (i.e., our legitimate interests), including profiling (Article 21(1) GDPR);
 - where personal data are processed for direct marketing purposes, including profiling to the extent that the processing is related to such direct marketing (Article 21(2) GDPR).

Contact us if you wish to exercise your rights. You may express your objection to our use of cookies (described below) in particular by using the appropriate browser settings.

If you consider that your data are processed unlawfully, you may lodge a complaint with the President of the Personal Data Protection Office (PL).

PERSONAL DATA AND PRIVACY

Below you will find detailed information on the processing of your data depending on the actions you take.

1. Placing an order in the Store – part 1

For what purpose?

Fulfilling your order.

On what legal basis?

- sales contract (Article 6(1)(b) GDPR),
- legal obligation related to accounting that requires us to process your personal data (Article 6(1)(c) GDPR).

How long?

- for the duration of the above-mentioned contract;
- until the expiry of our legal obligation related to accounting.
In addition, your data will be processed until the expiry of the period during which claims may be pursued—by you or by us (you can find more information on this in the last table of this section).

What happens if you do not provide the data?

You will not be able to place an order.

2. Placing an order in the Store – part 2

For what purpose?

Improving the quality of our services through reviews submitted by Users via a satisfaction survey service.

On what legal basis?

Our legitimate interest consisting in processing your data in order to conduct research on your satisfaction with our services (Article 6(1)(f) GDPR).

How long?

- if you do not submit a review—for 5 months from your purchase or until we uphold your objection to processing;
- if you do submit a review—until it is deleted or until we uphold your objection to processing*.
In addition, your data will be processed until the expiry of the period during which claims may be pursued—by you or by us (more information in the last table of this section).

What happens if you do not provide the data?

We will not take your opinion on our services into account in our further development work.

* depending on which applies in a given case

3. Creating an account in the Store

For what purpose?

Performance of the contract for the provision of the Store account service.

On what legal basis?

Contract for the provision of services (Article 6(1)(b) GDPR).

How long?

For the duration of the above-mentioned contract.

In addition, your data will be processed until the expiry of the period during which claims may be pursued—by you or by us (more information in the last table of this section).

What happens if you do not provide the data?

You will not be able to create an account or use its functions, such as browsing order history or checking order status.

4. Contacting us (e.g., to ask a question)**For what purpose?**

Handling your inquiries or requests.

On what legal basis?

- contract or actions taken at your request with a view to concluding it (Article 6(1)(b) GDPR)—where your inquiry or request concerns a contract to which we are or may become a party;
- our legitimate interest consisting in processing your data in order to communicate with you (Article 6(1)(f) GDPR)—where your inquiry or request is not related to a contract.

How long?

- for the duration of the contract binding us or—if the contract is not concluded—until the expiry of the period for pursuing claims—see the last table of this section*;
- until the expiry of the period for pursuing claims—see the last table of this section—or until we uphold your objection to processing*.
In addition, your data will be processed until the expiry of the period during which claims may be pursued—by you or by us (more information in the last table of this section).

What happens if you do not provide the data?

We will not be able to respond to your inquiry or request.

* depending on which applies in a given case

5. Browser settings or similar action allowing marketing activities

For what purpose?

Direct marketing by displaying personalized advertisements (read more in the “Profiling” and “Cookies” sections of the Privacy Policy).

On what legal basis?

Our legitimate interest consisting in processing data for the above purpose (Article 6(1)(f) GDPR).

How long?

Until the expiry or deletion by you of cookies used for marketing purposes*.

What happens if you do not provide the data?

You will not receive suggestions of products or services that may interest you.

* depending on which applies in a given case

6. Browser settings or similar action allowing analytical activities**For what purpose?**

Analyzing how you use and navigate the Store’s website in order to improve its functionality (read more in the “Analytical Activities” and “Cookies” sections of the Privacy Policy).

On what legal basis?

Our legitimate interest consisting in processing data for the above purpose (Article 6(1)(f) GDPR).

How long?

Until the expiry or deletion by you of cookies used for analytical purposes*.

What happens if you do not provide the data?

We will not take into account the way you use and navigate the Store’s website in our development work.

* depending on which applies in a given case

On what legal basis?

Our legitimate interest consisting in processing data for the above purpose (Article 6(1)(f) GDPR).

How long?

Until the expiry or deletion by you of cookies used for analytical purposes*.

What happens if you do not provide the data?

We will not take into account the way you use and navigate the Store’s website in our development work.

* depending on which applies in a given case

7. Granting your consent to receive marketing content from us (e.g. information about special offers)

For what purpose?

- sending marketing information, especially special offers,
- analyzing the effectiveness of messages sent by us in order to determine general rules for effective communication in our business (read more in the “Analytical Activities” section of the Privacy Policy).

On what legal basis?

- your consent to our marketing activities (Article 6(1)(a) GDPR),
- our legitimate interest consisting in processing data for the above purpose (Article 6(1)(f) GDPR).

How long?

- until you withdraw your consent – remember, you can withdraw your consent at any time. Processing of data before the withdrawal remains lawful;
- until we uphold your objection to the processing.
In addition, your data will be processed until the expiry of the period during which claims may be pursued – by you or by us (more information in the last table of this section).

What happens if you do not provide the data?

You will not receive our marketing materials, including information about our special offers.

8. Conclusion of an agreement for the provision of a free newsletter and a bonus in the form of digital content

For what purpose?

- performance of the agreement for the provision of a free newsletter and a bonus in the form of digital content,
- analysis of the effectiveness of messages sent by us in order to determine general rules for effective communication and offering of free content in our business (read more in the “Analytical Activities” section of the Privacy Policy).

On what legal basis?

- contract for the provision of a free newsletter and bonus in the form of digital content (Article 6(1)(b) GDPR),
- our legitimate interest consisting in processing data for the above purpose (Article 6(1)(f) GDPR).

How long?

- for the duration of the above-mentioned agreement,
- until we uphold your objection to the processing.
In addition, your data will be processed until the expiry of the period during which claims may be pursued – by you or by us (more information in the last table of this section).

What happens if you do not provide the data?

You will not receive information about the Store and our services; you will also not receive the bonus in the form of free digital content.

9. Taking an action or omission that may give rise to claims related to the Store or our services

For what purpose?

Establishing, pursuing, or defending potential claims related to the concluded contract or provided services.

On what legal basis?

Our legitimate interest consisting in processing personal data for the above purpose (Article 6(1)(f) GDPR).

How long?

Until the expiry of the limitation period for claims or until we uphold your objection to the processing*.

What happens if you do not provide the data?

It will not be possible to establish, pursue, or defend claims.

* depending on which applies in a given case

PUBLISHING DATA

If you decide to post a comment, its content and your signature will be visible to other users of the Store.

We do not disclose your e-mail address to other users – unless you choose to do so yourself.

PROFILING

Within the Store, we conduct profiling – this will apply to you if you allow such actions.

Profiling consists of the automatic assessment of what products or services you may be interested in, using information about the content you view. As a result, advertisements for products or services displayed within the online services you use will be better tailored to you and your needs.

The profiling we carry out does not result in decisions producing legal effects concerning you or significantly affecting you in a similar way.

ANALYTICAL ACTIVITIES

Within the Store’s website, we carry out analytical activities aimed at increasing its intuitiveness and accessibility – this will apply to you if you allow such actions.

As part of the analysis, we will take into account how you navigate the Store – for example, how much time you spend on a given subpage, or where you click. Thanks to this, when developing the Store, we will be able to optimize its layout, appearance, and the content placed in it in order to improve its functionality.

In addition, if you consent to receiving marketing messages or a newsletter, as well as a bonus in the form of free digital content, we may analyze the effectiveness of our mailings. For example, we may check whether and how they influenced activity in our Store. Such actions will help us determine general rules for sending such messages and offering free bonuses in our business – e.g., regarding optimal sending times or the formulation of effective content.

DATA SECURITY

When processing your personal data, we apply organizational and technical measures in accordance with applicable legal provisions, including encrypting the connection using an SSL/TLS certificate.

COOKIES

Our Store, like most websites, uses so-called cookies. These files:

- are stored in the memory of your device (computer, phone, etc.);
- do not cause changes in your device's settings.

In this Store, cookies are used for the purposes of:

- remembering your session,
- statistical purposes,
- marketing purposes,
- enabling Store functions.

To learn how to manage cookies, including how to disable them in your browser, you can use your browser's help file. You can access this information by pressing the F1 key in your browser. In addition, relevant instructions can be found on the following subpages, depending on the browser you use:

- Google Chrome
- Opera
- Safari
- Mozilla Firefox
- Microsoft Edge

Cookies will not be processed by us for longer than 10 years from your last visit to the Store.

Using the appropriate options of your browser, you can at any time:

- delete cookies,
- block the use of cookies in the future.

In such cases, we will no longer process them.

EXTERNAL SERVICES / DATA RECIPIENTS

We use the services of external entities that support us in running our business. We entrust them with the processing of your data – these entities process the data solely on the basis of our documented instructions.

Below you will find a list of recipients of your data:

ACTIVITY	DATA RECIPIENT	DATA TRANSFER OUTSIDE THE EUROPEAN UNION
Any activity related to the Store	Hosting provider	No
Any activity related to the Store	Entity providing us with technical/IT support	No
Any activity related to the Store	Provider of sales management software	No
Visiting the Store's website with settings allowing marketing activities	Entity providing marketing services	No
Visiting the Store's website with settings allowing analytical activities	Entity enabling analytical activities on the website	No
Placing an order in the Store	Payment provider	No
Placing an order in the Store	Entity delivering the product to you	No
Running our business (e.g. accounting software)	Provider of software facilitating business operations	No

Running our business (e.g. office software, including e-mail inbox)	Provider of standard office software (including e-mail inbox)	No
Running our business	Accounting office	No
Subscribing to the newsletter or consenting to receive marketing messages	Entity providing newsletter or marketing message delivery	No
Participating in a satisfaction survey of our services or products	Entities enabling posting and comparing reviews of the Store or products	No
Contacting us (e.g. asking a question)	Provider of standard office software (including e-mail inbox)	No

In addition:

Relevant public authorities, to the extent that we are obliged to provide them with data.

§ XII. Customer Account

1. Creating an Account is entirely voluntary and depends on the Customer's decision.
2. The Account provides the Customer with additional functionalities, such as: viewing the order history placed by the Customer in the Store, checking the status of an order, editing the Customer's data independently, as well as participating in the Loyalty Program.
3. To create an Account, the appropriate form in the Store must be completed.
4. At the moment of creating an Account, an agreement for maintaining the Account is concluded for an indefinite period between the Customer and the Seller, under the terms specified in the Terms and Conditions.
5. The Seller shall commence the provision of the Account maintenance service under the rules set out in the Terms and Conditions immediately after the conclusion of the

agreement for maintaining the Account.

6. The Customer may, at any time and at no cost, resign from the Account.
7. Deleting the Account results in the termination of the agreement for maintaining the Account. To have the Account deleted by the Seller, the Customer must send their resignation from the Account to the Seller's e-mail address provided in § 2 of the Terms and Conditions, which will result in the immediate deletion of the Account and termination of the agreement for maintaining the Account.

Loyalty Program

8. The Loyalty Program is available to Customers who hold an Account. Earning and using Points by the Customer is possible only through the Account.
9. Upon creating an Account, the Customer becomes a participant of the Loyalty Program and remains such for the duration of the Account agreement.
10. For every PLN 100 spent in the Store under a single order, the Customer will receive the following number of Points: 100, subject to sections 11 and 12.
11. Points for an order will be granted to the Customer only if the Seller concludes a contract with the Customer for the purchase of the products indicated in the order. Points will be awarded to the Customer automatically at the time of order fulfillment.
12. When calculating the number of Points for an order, only the amounts spent by the Customer on products ordered in the Store without using Points and excluding additional costs related to the order (such as delivery costs) will be taken into account.
13. If the Customer subscribes to the Seller's newsletter in the Store for the first time, the Customer will be entitled to the following number of Points: 50.
14. Points for subscribing to the newsletter are granted immediately and automatically, no later than within 7 days of the Customer's subscription.
15. The Customer may receive the following number of Points: 20 for each review published in the Store and added via their Account, provided that such review complies with the law and the principles of social coexistence, and concerns a product purchased by the Customer in the Store.
16. Points granted for publishing a review in the Store will be awarded immediately and automatically, no later than within 7 days after the Customer adds the review.
17. Points earned by the Customer are accumulated into a single balance.
18. The current number of Points collected by the Customer will be visible in the Account. The Seller may also inform the Customer of any changes in the number of

Points collected by sending a message to the Customer's e-mail address associated with their Account.

19. The Customer may obtain a price reduction for a product available in the Store and covered by the Loyalty Program, such that the final price of this product after using Points will amount to PLN 0.02. If the Customer decides to use Points, the price of the product will automatically be reduced to the amount specified in the preceding sentence at the moment of using the Points.
20. The number of Points required to reduce the price in the manner specified above is indicated in the Store next to the relevant product.
21. Points may be used by the Customer when placing an order that includes at least one fully paid product.
22. Subject to the following provisions of this paragraph, Points collected by the Customer expire 180 days after being credited to the Account, which is equivalent to their removal from the Customer's current balance of collected Points. The Seller may inform the Customer about the upcoming expiry of Points or their expiration by sending a message to the Customer's e-mail address associated with their Account.
23. The Seller has the right to cancel Points:
 - a. credited for orders for which the Seller refunded the payment made by the Customer for the product; in the case of a privileged Customer, this provision applies only if the refund resulted from the Customer's withdrawal from the contract under Chapter 4 of the Consumer Rights Act;
 - b. granted despite the ineffective payment of an order (this does not prevent the Customer from earning Points again as a result of successful payment for the order);
 - c. granted for a repeated subscription to the newsletter.
24. The cancellation of Points pursuant to the previous provision does not affect Points already used by a privileged Customer.
25. Points collected in the Loyalty Program may only be used in the manner specified in this paragraph. Points collected in the Loyalty Program cannot be exchanged for money, transferred, or assigned to third parties.

§ XIII. Newsletter

1. The Customer may voluntarily subscribe to the Newsletter.
2. In order to receive the Newsletter and the Bonus, it is necessary to conclude an Agreement.
3. E-mail messages sent under the Agreement will be directed to the e-mail address provided by the Customer at the time of concluding the Agreement.

4. To conclude the Agreement, the Customer must first provide, in the designated place in the Store, their e-mail address to which they wish to receive messages sent under the Agreement. At the moment of subscribing to the Newsletter, the Agreement is concluded for an indefinite period, and the Seller shall begin its performance for the Customer – subject to section 5.
 5. For the proper performance of the Agreement, the Customer is obliged to provide their correct e-mail address.
 6. The Bonus will be delivered to the Customer immediately after the conclusion of the Agreement, but no later than within 7 days of its conclusion.
 7. The Newsletter will be delivered immediately after the Seller prepares messages intended for Customers.
 8. Messages sent as part of the Newsletter will include information about the option to unsubscribe and a link to unsubscribe.
 9. The Customer may unsubscribe from the Newsletter without giving any reason and without incurring any costs, at any time, by using the option referred to in the preceding provision or by sending a message to the Seller's e-mail address provided in § 2 of the Terms and Conditions.
 10. Using the unsubscribe link or sending a message requesting to unsubscribe from the Newsletter will result in the immediate termination of the Agreement.
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§ XIV. Final Provisions

1. In matters not regulated by these Terms and Conditions, the provisions of Polish law shall apply, in particular the Act of 23 April 1964 – Civil Code (Journal of Laws of 2016, item 380, as amended), and in the case of Customers who are Consumers, also the provisions of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827), as well as the provisions of the Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2013, item 1422, as amended).
2. These Terms and Conditions include the following attachments:
 1. Attachment No. 1 – Model withdrawal form.
3. MEDICAL BROKERS reserves the right to amend these Terms and Conditions only for valid technical, legal, or organizational reasons. The amendment to the Terms and Conditions becomes effective and binding on the date indicated by MEDICAL BROKERS, but not earlier than 7 calendar days from the date of posting on the Store's website of information about the amendment.

4. These Terms and Conditions enter into force on 1 December 2024 and apply to contracts concluded from that date.