



GENERAL TERMS AND CONDITIONS FOR DAMIANA MEDICAL CENTRE SERVICES DELIVERED THROUGH THE ONLINE SHOP, version 1/2022

§ 1 These general terms and conditions define the rights and obligations of the person ordering a health care service or any other service at Centrum Medyczne Damiana Holding sp. z o. o. with its registered office in Warsaw, at ul. Wałbrzyska 46, 02-739 Warsaw, entered in the register of entrepreneurs under number KRS 0000189581, hereinafter referred to as **Damiana**, through the online shop at: medistore.com.pl, damian.pl or mindhealth.pl. Each of these shops will hereinafter be referred to as **'the online shop'**.

§ 2. 1. These general conditions do not apply to:

- 1) services included in Damiana's service packages (e.g. "Comprehensive Health Check", "Psychological Consultation", "Psychotherapy", "Hepatology Package", "Pay-as-you-go Package", "Gynaecological Fast Track", "Health Report");
- 2) telemedicine services;
- 3) services involving the use of computer software;
- 4) genetic testing (panels);
- 5) planned hospitalisations;
- 6) mail order items;

- unless the online shop's terms and conditions for these services (items) specifically state otherwise.

(2) These general terms and conditions do not apply to services ordered on the website <https://kup-konsultacje.damian.pl/>.

§ 3.1 Service may be used by another client-designated person in place of the client. The designated user will have the same rights and obligations as the client under these general terms and conditions. The client may name a designated user by filing a signed application form with a Damiana facility, stating the name of the service, the date of purchase and the name, surname, PESEL number (or date of birth) and address: of the client and the designate user, or by sending a scanned image of such an application form to dak@damian.pl. In the case of a child without a PESEL number, the form should also state the mother's PESEL number, and in the case of a foreign national without a PESEL – the number and type of the identity document. A specimen application form is annexed to these general conditions. It is also available at the Damiana Centre reception desk and can be downloaded from the website: www.damian.pl. Damiana will update the data within three working days of receipt of a completed application form.

(2) Under these general terms and conditions, **the patient** will mean any person entitled to use the service.

§ 4. The rules of the online shop define the process of contracting, the terms of payment and the effective date of the service agreement.

§ 5.1 In order to use the service, and unless the patient has made a prior appointment for the date and place of such service on signing the agreement, he/she should do so: in person at the Damiana reception desk or by phone at (22) 566 22 22. Appointment times are subject to availability.

2. § 5.1 does not apply to laboratory tests. The patient should come to the Damiana sampling laboratory within its opening hours.

3. § 5.1 does not apply to CT scans, MRI scans or mammography. A Damiana consultant will contact the patient by phone within 24 hours, counted from the beginning of the first working day following the signing of the agreement, in order to agree the place and date of the service.

4. The patient should notify Damiana of the cancellation no later than 24 (twenty-four) hours before the appointment, using the communication channels indicated in § 5.1 or by replying to a reminder text message. If the appointment falls on a working day following a holiday, the patient should notify Damiana of the cancellation by 4:00 p.m. on the last working day before the appointment at the latest.

5. The agreement will be terminated if the patient fails to appear for the appointment without prior cancellation as specified in § 5.1; in such a case, the client will not be refunded for any amounts paid.

6. The Client understands that some services require a referral. Therefore, the patient is required to present the original referral (unless such referral is part of the medical documentation maintained by Damiana) before the service is provided.

7. Before the service is provided, the patient should read and comply with any service requirements, especially those relating to tests.

8. On signing the agreement in the online shop, the client will be assigned a unique alphanumeric code to be used for all services provided.

§ 6.1 A service can be used within 3 (three) months of signing the agreement (**validity period**). If the validity period expires, the service agreement will expire; in such a case, the client will not be refunded for any amounts paid.

2. In the event that a scheduled service cannot be provided for reasons attributable to Damiana or a medical professional or other specialist, the validity period for that service will be extended as appropriate to provide the service within a reasonable time. Extension requests are subject to § 10.

3. In the event of Damiana or a medical professional or other specialist being permanently unable to provide the service in question for reasons attributable to Damiana, Damiana will refund to the client for the service; refund requests are subject to § 10.

§ 7. The patient should obey Damiana internal rules and regulations; this applies in particular to the sanitary regime in connection with epidemic emergencies.

§ 8. The patient should present a proof of identity when so requested by a Damiana employee or medical practitioner or other specialist at the place where the service is provided.

§ 9.1 The patient understands that Damiana is obliged to comply with applicable laws, which means that in the case of a minor patient, any undertaken service requires the presence of his/her legal representative (e.g. a parent or a guardian appointed by the guardianship court) and such legal representative's permission to undertake the service, whereas in the case of a minor patient aged 16 or over, the legal representative's permission will suffice. The legal representative must be registered as such with the Damiana facility before the service is provided. The obligations referred to in §§ 5, 7 and 8 apply to the patient's legal representative and his/her actual guardian.

2. In the event of failure to comply with the obligation referred to in paragraph § 9.1, the service may not be provided.

3. The service may also not be provided if any of the obligations referred to in § 5.6, § 5.7, § 5.8, § 7 and § 8 are not fulfilled.

§ 10 Complaints should be sent to: reklamacje@damian.pl or in writing to the address of any Damiana facility. The complaint will be reviewed within 30 days of receipt. The time-limit does not start running if the complainant has not demonstrated his/her standing to act on behalf of the client. In such a case, the complainant will be asked to supplement the complaint. The time limit will start running as soon as the complainant has supplemented the complaint.

NOTIFICATION OF DESIGNATED USER

Name of service:

Date of purchase:

Client's data:

Name:

Surname:

PESEL or date of birth:

MRN No.

Designated user's data:

Name:

Surname:

PESEL* or date of birth:

address of residence:

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*In the case of a foreign national without a PESEL, enter the number and type of identity document.

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Date and signature of client

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Signature of receptionist