

RULES AND REGULATIONS OF THE SERVICE (hereinafter “Rules”)

1 General provisions

- 1.1 These Rules constitute the rules referred to in Article 8 of the Act of 18 July 2002 on the provision of electronic services (Polish Journal of Laws No. 144, item 1204, as amended).
- 1.2 The Service Organiser (**also referred to as “Service Provider”**) is **Pharma2pharma Sp. z o.o.**, with its registered office in Warsaw, ul. Klaudyny 38/11, 01-684 Warsaw, registered in the Register of Entrepreneurs of the National Court Register, kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, with KRS number 0000275687, NIP 527-253-11-80, REGON 140861765, with a share capital of PLN 100,000.00.
- 1.3 The purpose of the Service is to enable registered Users to use the services offered within the Service. The scope of available Services is defined on the Service internet platform.
- 1.4 Registration in the Service means consenting to the conditions contained in these Rules.
- 1.5 The Service Provider is not an internet service provider. In order to use the services offered in the Service, the User should be able to access a computer station with access to the internet.
- 1.6 The Service Provider shall not be liable for difficulties related to the use of the Service, resulting from the quality of technical equipment, software used, or the quality of the User's access to the internet. A person using the Service is solely responsible for ensuring technical compatibility between his/her computer system and the Service.
- 1.7 The Organiser reserves the right to terminate or modify the Service for legal or technical purposes, without giving any reason.
- 1.8 The Organiser may suspend the operation of the Service at any time, in particular due to necessary maintenance. The Organiser shall inform about the planned periods of suspension of the Service's operation in advance on the Service's website.
- 1.9 The conclusion of an agreement for the provision of electronic services as part of the Service shall take place at the moment of User registration.
- 1.10. The use of the Service is free of charge.
- 1.11. The services provided by the Service Provider consist primarily of: informing physicians about scientific conferences and enabling the use of a platform through which information on health and medical topics intended for doctors will be made available.**

2. Registration and other provisions concerning the User and use of the Service.

- 2.1. In order to fully use the Service, it is necessary to register and set up an individual account of the Service User (hereinafter “Account”). A person using the Service who has

correctly registered in the Service is referred to as “User”. **Creating one Account entitles to use all services of the Service.**

2.2. **The Service Users may be exclusively Physicians, having full legal capacity, residing or practicing medicine in Poland.**

2.3. When registering in the Service, the User fills in the registration form, providing true, accurate and current data:

1. e-mail address;
2. name and surname;
3. medical specialisation;
4. contact phone.

2.4. The User shall update the data provided during the registration in case of changes on an ongoing basis. The Service Organiser shall not be liable for the consequences of the User providing false data or due to the lack of their necessary updating.

2.5. The User shall keep his/her password strictly confidential and is responsible for the consequences of using his/her password by third parties due to the failure to ensure its. Transactions (information, orders, etc.) made using the User's login and password shall be deemed made by the User.

2.6. If the data provided by the User during registration are misleading, incomplete or inaccurate, the Organiser is entitled to delete his/her account and cancel the registration. The Organiser also reserves the right to do so if the User of the Service displays behaviours that are detrimental to the dignity of other persons or groups of persons, in particular, he or she commits insults or defamation of other persons, does not practice the profession of physician, has committed behaviours contrary to the ethics of the medical profession or has committed other violations of the Rules concerning a User. In such cases, the User is not entitled to any claims resulting from the loss of membership in the Service.

2.7. If the User finds that the data of his/her account (login, password) are illegally used by third parties, the User shall immediately change the password to the account, and verify the transactions made using his/her login and password. In case of discrepancies, the User shall inform the Service Organiser using the following e-mail address: biuro@pharma2pharma.pl.

2.8. For security reasons or other important organisational or technical reasons, the Service Organiser may request Users to change their password or other information used to gain access to the Service. For omissions in this matter, the Service Organiser shall not be liable.

2.9. The User authorises the Service Provider to use any means deemed necessary to verify his/her identity.

- 2.10. It is unacceptable to use other Users' accounts in the Service or to transfer the User's account to other persons. Violation of this prohibition shall entitle the Organiser to undertake actions referred to in point 2.6. of the Rules.
- 2.11. The User agrees to the Organiser's access to the information collected in the Account, among other things in order to verify possible violations of the Rules or legal regulations.
- 2.12. The Service should be used by the Users in accordance with the objectives of the Service. It is forbidden: a) to use the Service for other purposes, in particular for one's own commercial or non-commercial purposes, e.g. advertising or trade, b) to use the Service for the purpose of sending unsolicited commercial information (spam), c) to use the Service for purposes or in a manner prohibited by law or contrary to good practice (e.g. hacking of another Account, plagiarism, harassment, slander, acts of unfair competition).
- 2.13. The User is forbidden to deliberately pursue the intention of at least hindering the use of the Service by other persons.
- 2.14. The Service Provider reserves the right to suspend or refuse access of any User to the Service, or part of it, if the User's behaviour constitutes a violation of the Rules or violates legal regulations or rules of social coexistence. The User concerned cannot register again or use the Service without prior consent of the Service Provider.
- 2.15. The User is responsible for all actions taken in the Service or using the Service using his/her login and password.
- 2.16. The User shall ensure that any material send by him/her to the Service, or any action or message send by him/her in connection with the Service, will not infringe the intellectual property rights of any other person or violate patients' rights.
- 2.17. Each User acknowledges that the Service Provider is entitled to withdraw from the Service any material, about which, based on own sources of information or based on reports of Users or other persons or bodies, it has been stated that it may constitute a violation of these Rules, binding legal regulations or constitute a damage to the good name of other entities or the Service. Nevertheless, each User should bear in mind that the Service Provider does not carry out ongoing control of the content placed on the Service.
- 2.18. Any suspected cases of possible abuse or violation can be reported by using the following e-mail address: biuro@pharma2pharma.pl. The Organiser reserves the right to verify the reported abuses or violations (investigation). As a rule, anonymous reports shall be left without further notice. The Organiser shall not be liable for the consequences of false reports.
- 2.19. The User shall be liable for damages related to the necessity of redressing third party claims resulting from the violation of the applicable law or the provisions of these Rules by the User.

- 2.20. The Service Organiser shall also not be liable for any losses or damages incurred by the User as a result of: force majeure, power cuts, labour dispute, legal regulations, negligence or inaction on the part of the authorities, failure of telecommunications services or any activity of third parties affecting the use of the Service.
- 2.21. The Service Provider shall not be liable for failures of the User's hardware or software, regardless of its location and place of administration.
- 2.22. The Service Provider shall not be liable for the content of information on medicinal products referred to in the Service, and shall not be liable for the proper performance of the sales agreement concluded through the Service.
- 2.23. The User undertakes not to disclose or make available to any third party the data needed to access the User's profile, and not to allow any third party to use his/her profile.

3. Intellectual property

3.1 All copyrights, trademarks and other intellectual property rights relating to the Service or used in it, other than materials brought to the Service by Users, are the subject of exclusive rights of the Service Provider. No one may copy, distribute, present in public or prepare any derivative works based on the Service or any other materials obtained from the Service without obtaining prior consent of the Service Organiser or the Users from whom the materials originate, with the exception of the permissible right to quote.

3.2 Sending or introducing any materials to the Service the Users:

- a. confirm that they are fully entitled to do so;
- b. at this moment, grant the Service Provider a free of charge, unlimited in time licence (with the right to grant sub-licence, without additional charge to the User) to copy on any medium, store on any carrier, make changes, disseminate, publicly present, as well as create derivative works from these materials, solely for the purpose of their processing and displaying in and through the Service or in further modifications of the Service, pursuant to these Rules, or outside the Service, but for purposes related to the operation of the Service, e.g. as part of workshops, lectures or conferences addressed to Physicians.
- c. at this moment, agree to the adaptation of such materials in the process of using them as part of the Service or in connection with the Service or in its further modification by the Service Organiser, and consequently - agree not to exercise their personal rights, in particular agree that they will not be indicated as the authors of the said materials.

3.3 The Service Provider shall not be obliged to immediately publish the content submitted for placement in the Service.

4. Service Privacy Policy

- 4.1. By registering in the Service, the User agrees that the Service Provider has at its disposal the personal data concerning him/her under the terms of these Rules.
- 4.2. The Service Provider uses cookies to collect information related to the use of the Service by the User. Cookies make it possible to identify the User's computer in order to ensure that the Account is used by the person who enters the correct Login and Password to the Account.
- 4.3. The Service Organizer reserves the right to disclose selected information about the User to:
 - a) a Sponsor,
 - b) authorities or third parties who request such information, on an appropriate legal basis.Except for the cases indicated above, the User's personal data shall not be disclosed to any third party without his/her consent.
- 4.4. The processing of information concerning the Users, including personal data, is carried out in accordance with the Personal Data Protection Act and the Act on Providing Electronic Services. At any time the User may revoke the right to possess and process his/her personal data for the purposes connected with using the Service. In such case, the provisions of point 2.6 of the Rules shall apply accordingly.
- 4.5. The Service Provider, by means of electronic mail, sends the Users information about the content placed in the Service and other issues related to the current functioning of the Service, and changes in the Rules and the regulations of using the Service. Such information shall be sent to the e-mail address indicated by the User - in the form of a newsletter as long as his/her Account is active.
- 4.6. Users' data shall be stored for a period not longer than necessary in connection with the use of the Service, and then will be removed from the system.
- 4.7. In order to obtain information on the privacy policy, the processing of Users' personal data, or the change or update of previously provided data, the User may contact the Service Provider by e-mail.
- 4.8. Each User undertakes not to disclose information concerning other Users, obtained by him/her as a result of using the Service or received by him/her from the Service Provider or another User (including, among others, the use of e-mail addresses for the purpose of "spamming" or harassment) for purposes other than those specified in these Rules.
- 4.9. Without the prior consent of the Service Organiser, it is unacceptable to disclose and use information available only to registered Service Users.

- 4.10. The provision of personal data is voluntary, but necessary to achieve the objectives of the Service, in particular with regard to the gift, conclusion of the Sponsorship Agreement with the Sponsor and consideration of any complaints. The persons making their personal data available have the following rights: access to the data, right to rectify them, demand to delete the data and stop processing them.
- 4.11. The User of the Service making his/her personal data available for the purposes of the Service authorises the Service Organiser to make them available to another entity if it is necessary for the proper performance of services acquired from the Service (e.g. for the purpose of hiring a Courier to send a package).
- 4.12. Registration by the User means a declaration that the User:
1. has read these Rules and accepts their contents;
 2. undertakes to comply with the Rules and not to use, distribute or transmit illegal content;
 3. that all data provided during the registration process is true;
 4. undertakes not to make the content of the Service available to other persons against the law.

5. Final provisions.

- 6.1 In matters not regulated by these Rules, the provisions of generally applicable Polish law shall apply.
- 6.2 Both the Users and the Organiser shall endeavour to resolve any disputes arising from the Rules in a amicable manner, by way of negotiations. In case of disagreement, the disputes shall be examined before a common court.
- 6.3 The Service Provider reserves the right to introduce changes to these Rules. Changes in the Rules shall be announced in the Service in the form of the amended version of the Rules. The Users will also be notified of the change by e-mail sent to the address provided during registration.
- 6.4 The validity or effectiveness of the different provisions of these Rules shall not be affected if individual provisions of these Rules are declared invalid or ineffective in a manner prescribed by law.