

# Appendix No. 18

## Appendix No. 18: General Terms and Conditions of the Cooperation Related to the Sales of Vouchers Exchangeable for Medical Services

### I. GENERAL PROVISIONS

#### Article 1. Definitions

Terms used in this document shall be construed to mean as follows:

**Code of Medical Ethics** — the Code of Medical Ethics of 2 January 2004;

**Medical Activities Act** – the Medical Activities Act of 15 April 2011 (consolidated text: Journal of Laws of 2020 item 295 as amended);

**Healthcare Service Provider** – an entity involved in, inter alia, the distribution of prepaid products (Vouchers) of the Service Providers cooperating with it, and the Service Provider in the case of the direct distribution of the aforementioned products under an individual agreement entered into with Allegro.pl;

**Service Provider** – an entity performing healthcare activities, providing healthcare, medical or paramedical services (in particular a doctor), which is an entity performing medical activities within the meaning of the provisions of law, including the Medical Activities Act, and entered in the register of entities performing medical activities and, in the case of doctors, also licensed to provide their services as a doctor in the territory of the Republic of Poland, bound by the Code of Medical Ethics;

**Agreement** – an agreement providing for the rules for the sales of Vouchers for Medical Services at Allegro entered into by Allegro.pl and a Healthcare Service Provider;

**Voucher** – a paid instrument (POSA Cards, PIN Codes), which is associated with the obligation to accept it as remuneration or part of remuneration for the provision of specific Medical Services by a specific Service Provider, which is not an electronic payment instrument or an electronic money instrument or a payment card, distributed under the relevant Agreement;

**Medical Service** – a medical service provided after the purchase of a Voucher distributed at Allegro by a Healthcare Service Provider consisting in the provision remotely, without the simultaneous presence of the Service Provider and the Buyer, using a chat or teleconsultation, of a healthcare service by the Service Provider to the Buyer;

**Customer** – the buyer of the Voucher for a Medical Service to be provided by the Service Provider;

**General Terms and Conditions** – General Terms and Conditions of the Cooperation Related to the Sales of Vouchers Exchangeable for Medical Services, constituting this document.

**Buyer** – a natural person to whom a Medical Service is to be provided by the Service Provider, including the Customer.

#### Article 2 Subject of the cooperation

##### 2.1.

Allegro.pl shall provide the Healthcare Service Provider with IT tools to be used to sell Vouchers for Medical Services, including the special “Telemedicine” category related to this type of services,

in which listings related to Vouchers for Medical Services shall be posted, on the terms provided for in these General Terms and Conditions and, within the scope referred to in the article below, also in the User Agreement.

## **2.2.**

Allegro.pl shall make it possible for the Customer to purchase for a specified price a Voucher for a Medical Service, which shall be provided by Service Providers.

## **2.3.**

By purchasing a Voucher for a Medical Service, the Customer shall enter into a contractual relationship with the Healthcare Service Provider concerning the sales of the Voucher. By using the Voucher to pay for the Medical Service of a particular Service Provider, the Buyer shall enter into a contractual relationship with it concerning the provision of the Medical Service purchased. Allegro is not a party to the Voucher sales agreement or the Medical Service provision agreement.

## **2.4.**

The Voucher sales agreement entered into with the Healthcare Service Provider shall be performed under and in accordance with the User Agreement, including the General Terms and Conditions and the content of the Listing concerning the Voucher, and the agreement with the Service Provider shall be performed under the terms described in the Listing.

## **2.5.**

The Agreement and the General Terms and Conditions shall be the basic source of mutual rights and obligations of Allegro.pl and the Healthcare Service Provider. The User Agreement shall apply to the mutual rights and obligations of Allegro.pl and the Healthcare Service Provider only to the matters not governed by the Agreement and the General Terms and Conditions. In the event of a conflict between the General Terms and Conditions and the User Agreement, the General Terms and Conditions shall prevail in the relations between Allegro.pl and the Healthcare Service Provider. With respect to the relation between Allegro.pl and the Healthcare Service Provider, the Parties shall completely exclude the application of the following clauses of and appendices to the User Agreement:

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## **2.6.**

The General Terms and Conditions and the content of the Listing concerning the Voucher shall be the basic source of mutual rights and obligations of the Healthcare Service Provider and the Customer pertaining to Vouchers. The User Agreement shall apply to the mutual rights and obligations of the Healthcare Service Provider and the Customer only to the matters not governed by the General Terms and Conditions and the Listing concerning the Voucher. In the event of a conflict between the General Terms and Conditions and the Listing concerning the Voucher, the General Terms and Conditions shall prevail in the relations between the Healthcare Service Provider and the Customer.

## **2.7.**

The General Terms and Conditions shall be the basic source of mutual rights and obligations of Allegro and the Customer pertaining to Vouchers. The User Agreement shall apply to the mutual rights and obligations of Allegro and the Customer only to the matters not governed by the General Terms and Conditions. In the event of a conflict between the General Terms and

Conditions and the User Agreement, the General Terms and Conditions shall prevail in the relations between Allegro and the Customer.

**2.8.**

The Healthcare Service Provider shall sell Vouchers in the Account used only to sell Items from such a category, according to the principles stipulated in the General Terms and Conditions and in the Agreement.

**2.9.**

The Healthcare Service Provider acknowledges that the functionality of its Account used to sell Vouchers for Medical Services should be limited to order placing, order processing and payment processing features. With respect to the relation between Allegro.pl and the Seller, the Parties shall completely exclude the application of the following clauses of and appendices to the User Agreement:

- a. promoting and advertising the Healthcare Service Provider or Service Providers;
- b. Allegro Smart! and Allegro Smart! Student;
- c. the possibility of posting the Healthcare Service Provider's Listings for bidding;
- d. the possibility of posting Charity Listings.

**2.10.**

Allegro.pl shall prevent Transactions as part of the Healthcare Service Provider's Listings concerning Vouchers for Medical Services with Users of Junior Accounts.

**2.11.**

In the Account used to sell Vouchers for Medical Services by the Healthcare Service Provider, Allegro.pl shall not provide to the Healthcare Service Provider any services other than the services expressly listed in the General Terms and Conditions, the Agreement and the User Agreement, in particular it shall not provide financing, security or advertising services to the Healthcare Service Provider or the Service Providers, or any intermediation services related to the execution of third-party service agreements.

### **Article 3 Account registration**

**3.1.**

The Healthcare Service Provider shall Register an Account to be used to sell Vouchers using the respective registration form for Business Accounts filled in by the Healthcare Service Provider in accordance with facts and the legal status and on the basis of copies of documents submitted by them and confirming their business data.

**3.2.**

Upon the verification of the completed registration form by Allegro.pl, a message shall be sent to the e-mail address provided in it, which, in the case of the positive outcome of the verification, shall contain the Agreement. Upon the Healthcare Service Provider's approval of the content of the Agreement by replying to the message referred to in the preceding sentence, the Healthcare

Service Provider shall be sent to their e-mail address the information on the execution of the Agreement and other information as required by law.

**3.3.**

Upon the execution of the Agreement, the Healthcare Service Provider shall be able to sell Vouchers at Allegro on the principles stipulated in the General Terms and Conditions and in the Agreement.

**3.4.**

During the Registration of the Account to be used to sell Vouchers and during the later use of Allegro, the Healthcare Service Provider shall provide the required and true data and information and also make true statements. The Healthcare Service Provider should update on an ongoing basis the data in the settings after logging in to the Account used to sell Vouchers. The Healthcare Service Provider may not delete the data provided in the settings of the Account used to sell Vouchers after its Registration.

**3.5.**

In the case of the Registration by the same Healthcare Service Provider of more than one Account to sell Vouchers, a separate Agreement must be concluded.

**3.6.**

The Registration by the same Healthcare Service Provider of an Account other than the Account to be used to sell Vouchers shall be possible on general principles provided for in the User Agreement. In this case, however, the sales of Vouchers shall be permitted only in the Account used to sell such Vouchers and the Healthcare Service Provider must ensure that Users are not redirected from Listings in the other Account to the Account used to sell Vouchers and the content of such Listings may not otherwise refer to business activities carried out in this Account.

**3.7.**

The Healthcare Service Provider may not use the Account used to sell Vouchers to carry out activities that violate the Agreement, the General Terms and Conditions or the User Agreement.

**3.8.**

The Healthcare Service Provider may not make the Account used to sell Vouchers available to other persons, except for making it available to persons duly authorised by them to act on their behalf.

**Article 4. THE COURSE OF THE TRANSACTION**

**4.1.**

Upon the acceptance of the terms of a Listing concerning a Voucher for a Medical Service, the Buyer shall fill in the Order Form on the page of this Listing and confirm their choice. Upon the confirmation of the choice, the completed Order Form shall be displayed to the Buyer and sent to the e-mail address assigned to their Account.

**4.2.**

The confirmation of entering into an agreement between the Buyer and the Healthcare Service Provider in the form of the Order Form shall be sent automatically by e-mail (or alternatively by other means of electronic communications) and shall be for information purposes only. In the e-

mail referred to in the previous sentence, the parties to the agreement shall receive the following data (as currently appearing in their Account settings):

- a. the Healthcare Service Provider's name, address and phone number;
- b. the Buyer's data: their full name or business name and address, e-mail address and contact phone number;
- c. the recipient's data: their full name or business name and address, the contact phone number – if not the same as for the Buyer;
- d. the information concerning the Voucher for a Medical Service ordered, i.e. the value of the Voucher and the type of the Medical Service.

## **Article 5. Fees**

### **5.1.**

Amounts of fees for posting Listings concerning Vouchers for Medical Services, the terms of collecting them, the method of their calculation and the terms of issuing and sending invoices shall be provided for in Appendix No. 4 to the User Agreement (Fees and Commissions).

### **5.2.**

The price of the Voucher shall be the entire amount due for the Medical Service and the Customer shall not be obliged to pay any other additional fees in order to use the Medical Service.

## **II. MISCELLANEOUS**

- 1. Headings (titles of particular articles) herein have been added for convenience only and shall not affect the interpretation of the User Agreement.
- 2. If any provision hereof is held invalid by a final and absolute judgement of the common court, the remaining provisions shall remain in full force and effect.
- 3. Relevant provisions of the User Agreement shall apply to the matters not governed by these Terms and Conditions.