

MDH.PL WEBSITE TERMS AND CONDITIONS

I. Definitions

Terms and expressions used in these Terms and Conditions shall have the meaning given to them below:

1. Terms and Conditions - a set of general rules defined in this document, that constitute a legal basis for the use of the Website, which rules are applicable unless specific regulations that may be published on particular web pages, such as MDH Privacy Policy <https://mdh.pl/system-bezpieczenstwa-informacji>, provide otherwise.

2. MDH/the Website Administrator – MDH sp. z o.o. with its registered office in Łódź, 94-007 Łódź, ul. Maratońska 104, entered in the register of entrepreneurs of the National Court Register under the KRS number 0000179592, Tax identification Number [NIP]: 728-229-54-92, Polish National Business Registry Number [REGON] 472253652, for which the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division of the National Court Register keeps the records, share capital PLN 7 940 000, telephone: + 48 42 674 83 96 (normal call charge as specified in the given operator's tariff) fax: + 48 42 636 52 21, e-mail biuro@mdh.pl

3. Website - organised web pages available at mdh.pl, viteacare.com.pl, meyra.pl, mdhnetti.pl, mdhortopedia.pl, qmedinfo.pl, meyramedical.pl, qmedplus.pl, memoinfo.pl, www.mdhprofilaktyka.pl, www.mdhrehabilitacja.pl with IT and information functionalities, connected to the Internet and developed by MDH, by means of which the Users can access digital content constituting information prepared and published by MDH via the Website, and by means of which the Users can use digital services in the form of IT mechanisms available in the Website, such as ability to place purchase orders (make sale contracts) via memoinfo.pl that is a part of the Website, or to create individual User's account at memoinfo.pl.

4. User - each person using the Website.

5. Digital content - content made available upon individual request of the User by displaying a web page with a specific URL, that constitutes part of the MDH Website. The content includes mostly information about the products offered by MDH (i.a. product catalogues), information on where the products offered by MDH can be purchased, e.g. memoinfo.pl where the products can be purchased using IT mechanisms, as well as information on the points of direct sale with addresses and contact details of the MDH points of direct sale.

6. Digital services - service provided by MDH in relation to which IT mechanisms are made available to the Users via memoinfo.pl that is a part of the Website, by means of which mechanisms the User can place purchase orders (make sale contracts with MDH) and contact MDH, as well as create and maintain the User's account on the memoinfo.pl web page.

II Terms and conditions of the contract for the supply of digital service/delivery of digital content and the mode of making the contract

A contract for the supply of digital services and for the delivery of digital content is made at the moment when the User gets access to a given web page that constitutes a part of the MDH Website, which may be effected by e.g. entering a given Internet address in the web browser and getting access

to the content presented thereon, or by redirecting the User to the web page that constitutes a part of the MDH Website and getting access to the content presented thereon. The contract is withdrawn when the User exits the web page or when individual User's account is closed, if it has been earlier created by the User on the memoinfo.pl web page. If the user creates the individual account, the contract shall remain in force for the whole period, when the account is possessed. Making and cancelling of other contracts with MDH relating to other services provided by MDH, as well as sale contracts, is subject to detailed terms and conditions published on the web pages that make such services available and that allow making such contracts, in particular on the memoinfo.pl web page.

III. Technical requirements for service provision

To have the Digital content displayed properly and to use Digital services provided in the MDH Website, it is required that the equipment and software used by the User meet the following, minimum technical requirements:

- a) operating system: Windows XP Windows 7 or later versions, Mac OS X version 10.9 or later, Android 4.0
- b) Internet access via Internet connection with the minimum 1024 Kb/s bandwidth for data downloading and 512 Kb/s bandwidth for data sending.
- c) web browser: Microsoft Edge, Google Chrome 17, Mozilla Firefox 8.0, Opera 11, Safari 7 or later versions of the above mentioned web browsers, that read CSS and Java Script, enable cookies and accept pop-up windows. For the cookies policy please visit <https://mdh.pl/system-bezpieczenstwa-informacji>
- d) display resolution: 1280x800 pixels or more and 32 – bit colour depth, still one can visit the Website through their mobile devices
- e) graphic card with minimum 1 MB memory supporting resolution
- f) browsing by means of a computer and a keyboard, or a touch screen.

IV. Website Terms of Use

1. MDH reserves the right to make unilateral decisions as to the Website content and to modify it with no need to give advance notice of such modifications.
2. Under Article 66 et seq. of the Polish Civil Code information on the Products presented on the web pages shall not constitute an offer, but is only an invitation to conclude a contract within the meaning of Article 71 of the Polish Civil Code. MDH stipulates, that the goods, in relation to which information is presented on the Website web pages, may not be available in the online store or the point of direct sale at the time the User makes an offer to enter into a sale contract.
3. The User undertakes to use the Website, both as it comes to sending and receiving information, including digital content and services, in compliance with the applicable law, principles of life in community and good morals, with consideration for the intellectual property rights, and represents that they are aware of the prohibition to provide illegal content.
4. MDH shall not be responsible for the fact, that the Website fails to meet the User's expectations as to the substantive content or usefulness of information, unless any warranty in this regard results from the specific provisions that are binding for the User and MDH, such as memoinfo.pl Online Store Terms and Conditions

https://memoinfo.pl/userdata/public/assets/pdf/MemoInfo_regulamin_PL.pdf

and the provisions for the sale of goods specified therein.

5. MDH shall not be held liable for the consequences of using the information presented in the Website by the User, in particular for the consequences of decisions made on the basis of such information with regard to health issues or any aspects of life activity, and shall not be held liable for the failure to achieve a result expected by the User who utilised or used the products purchased from MDH, unless the specific provisions that are binding for the User and MDH, such as memoinfo.pl Online Store Terms and Conditions,

https://memoinfo.pl/userdata/public/assets/pdf/MemoInfo_regulamin_PL.pdf

and the provisions for the sale of goods specified therein explicitly and clearly provide otherwise, or unless warranties given to the User provide otherwise.

6. MDH reserves the right to seize provision of Website services or to modify any services provided in the Website without giving any advance notice

7. Each User undertakes to comply with these Terms and Conditions, as well as with other specific terms and conditions published in the Website.

8. MDH undertakes to respect the right of privacy, including protection of the Users' personal data, which has been specified in detail in the Privacy Policy applicable throughout the whole Website and available at <https://mdh.pl/en/information-security-system>

9. MDH shall not be bound by the code of good market practice referred to in Article 2 clause 5 of the Act on Combating Unfair Market Practices (Journal of Laws No. 171, item 1206).

10. MDH shall not give their consent to settle any disputes with the Consumers in extrajudicial procedure. Information on the extrajudicial resolution of consumer disputes should be available at: www.uokik.gov.pl

Intellectual property rights

1. Works made available by MDH by means of the Website are subject to the protection provided for in the applicable provisions of law, including in particular the Act on the Civil Code of 23 April 1964 (Journal of Laws No. 16 item 93 as amended), the Act on copyright and related rights of 4 February 1994 (Journal of Laws No. 24 item 83 as amended), the Act on Industrial Property Rights of 30 June 2000 (Journal of Laws of 2001 No. 49 item 508 as amended), the Act on Suppression of Unfair Competition of 16 April 1993 (Journal of Laws No. 47, item 211).

2. MDH notifies, that the Website presents content protected by copyright, trade marks and other materials like texts, pictures, graphics, and the very choice and arrangement of content presented in the Website is an autonomous object of the protection. The content made available in the Website may include works to which copyright is held by other entities.

3. The Website Users undertake to use the presented content in line with the fair use principle, referred to in the Act on copyright and related rights of 4 February 1994. Copying, altering, sending, public presentation or any use on this content for commercial purposes is prohibited, unless the law provides otherwise. The use of the works by the Users shall not mean, that the Users acquire any rights thereto, including the licences.

VI. Final provisions, complaints

1. MDH reserves the right to unilaterally modify these Terms and Conditions, which modifications shall be published on a regular basis in a form of a consolidated text in the Website and which shall enter into force 7 days of their publication on the Website.

2. Should you have any further questions or inquires, or should you wish to lodge any complaint as to these Terms and Conditions or the functioning of the web pages forming the Website or the presented content, please contact us at biuro@mdh.pl. We will respond to all reports and notices within 30 days of receiving your notice.

3. The latest version of the Terms and Conditions can be downloaded as PDF file that can be saved on your device and is available at www.mdh.pl

4. These Terms and Conditions apply from the day of their publication in the Website.

5. Provisions of the Polish law apply in relation to these Terms and Conditions and specific regulations published on the MDH web pages, however in any case where the law applicable in the place of Consumer's residence, different from the Polish law, requires its mandatory application and may not be changed upon the parties' consent, the said provisions of law shall have priority over the provisions resulting from MDH regulations published on the Website web pages..

Terms and Conditions published on: 17 December 2021.