

TERMS AND CONDITIONS OF THE PREGNABIT PLATFORM FOR FOREIGN PARTNERS

I. General provisions

1. Pursuant to art. 8(1)(1) of the Act of 18 July 2002 on Rendering Electronic Services (Dz.U. z 2016 r. poz. 1030 ze zm.), Medyczne Centrum Telemonitoringu sp. z o. o. with its seat in Wrocław (postal code: 50-429, Poland) at Krakowska Street 141-155, entered into the Commercial Register of the Polish Court Register kept by the District Court for Wrocław Fabryczna in Wrocław, the Sixth Commercial Department for the Polish Court Register under number KRS 0000624315, NIP: 8992792740, REGON: 364761470 (zwana dalej „Service Provider”) sets out the following Terms and Conditions of Rendering Electronic Services (hereinafter referred to as: „Terms and Conditions”).
2. For the purpose of these Terms and Conditions, the following terms shall be understood to mean:
 - a. **Partner** – the Party to the Partner Agreement concluded with Nestmedic S.A.
 - b. **Service** – depending on the scope of the Partner Agreement concluded with Nestmedic S.A., the Service will comprise of either:
 - i. Providing access to one of three statuses (“Record within normal range”/“ Repeat the examination”/ „Contact your physician/midwife or emergency care immediately”) given to the CTG examination data sent from Pregnabit Sets in the Partner’s possession based on the Partner Agreement concluded with Nestmedic S.A.;
 - ii. Providing access to one of three statuses (“Record within normal range”/“ Repeat the examination”/ „Contact your physician/midwife or emergency care immediately”) given to the CTG examination data sent from Pregnabit Sets in the Partner’s possession based on the Partner Agreement concluded with Nestmedic S.A. and of providing access to written interpretations of the same CTG examination data within 24 working hours (Monday to Friday from 8 a.m. to 4 p.m. Polish Time, except Polish bank holidays).
 - c. **Pregnabit Set** - a registered medical device within the meaning of Polish law, admitted to trade in Poland and the European Union and is certified with the CE marking, that is in the Partner’s possession pursuant to a Partner Agreement concluded with Nestmedic S.A.
 - d. **Platform** – Internet application available at <https://app.pregnabit.com/#/>, used for the rendering of electronic Services
 - e. **Login** – email address used for business purposes indicated by the Partner at the point of registering on the Platform;
 - f. **Password** – a unique sequence of minimum 8 signs, comprising of small and capitalized letters, numbers and special signs, chosen by the Partner after activating the account on the Platform by clicking on a link sent to the Partner’s email account.
3. Using the Services enumerated in these Terms and Conditions requires concluding a Partner Agreement with Nestmedic S.A. beforehand.
4. The Terms and Conditions are available on the website: <https://app.pregnabit.com/#/regulations>
5. It is obligatory for the Partner to read and accept the Terms and Conditions prior to using the Services.

6. In case of any discrepancy between the Terms and Conditions and the provisions of the Partner Agreement concluded between the Partner and Nestmedic S.A. the provisions of the Partner Agreement shall prevail.

II. Rendering of Services

1. The Partner is entitled to commence using the Services after completing the registration process on the Platform, i.e. after setting up a Login and Password.
2. Completing the registration process implies that the Partner confirms the correctness of the data that is indicated on the Platform.
3. The Partner is fully aware, that the Services are provided for purely educational purposes and do not comprise the provision of healthcare services.
4. The Partner is strictly forbidden to input any personal data of any person other than itself on the Platform.
5. All CTG examination data from one Pregnabit Set is sent to an anonymous, generic account for that Pregnabit Set.
6. The Partner is solely liable in case of sharing its Login and Password with unauthorized persons.
7. It is forbidden for the Partner to input offensive or illegal under Polish law data on the Platform.
8. The Partner is obliged to report to distribution@nestmedic.com any circumstances of breaches of safety in the use of the Platform, as well as any changes to the contact details of the Partner.
9. The cost of the Services is included in the Partner Agreement concluded between the Partner and Nestmedic S.A.
10. The Service Provider reserves the right to cease providing Services and delete the Partner's account with a 7 day notice. The Partner shall not be entitled to any legal claims in this event.

III. Technical requirements

1. The use of the Services requires fulfilling the following technical requirements:
 - a. Possessing a Pregnabit Set by the Partner;
 - b. Remaining within the range of a GSM network at the time the CTG examination data from the Pregnabit Set is sent to the Platform;
 - c. Possessing a computer or mobile device with Internet access;
 - d. Possessing an active email account used as a Login to the Platform;
 - e. In case the Platform is accessed through a computer, the computer must:
 - i. have a Microsoft or OSX operational system;
 - ii. have an up-to-date internet viewer;
 - iii. have active support for plug-ins;
 - iv. have activated "Cookies";
 - v. have an active and updated JavaScript plug-in.
 - f. In case the Platform is accessed through a mobile device, the mobile device must:
 - i. Have an Android, iOS or Microsoft operational system;
 - ii. Have an activated application control.
2. If the Partner uses the Services through electronic devices which do not meet the technical requirements mentioned above, the Service Provider is not liable for the quality of the services.

3. The Service Provider is not liable for the quality of the Services if the Partner acts in breach of the provisions of the Partner Agreement it has concluded with Nestmedic S.A.

IV. Complaints

1. The Partner is entitled to raise a complaint as the Services.
2. The complaint should be raised through the "Report an error" tab on the Platform or by sending an email to distribution@nestmedic.com.
3. The complaint shall be answered as soon as possible, however no later than within 30 days that the complaint is received by the Service Provider.
4. The complaint should comprise of data allowing to identify the Partner raising the complaint, the reason of the complaint and the expectations of the Partner.

V. Personal data protection

1. The Service Provider protects the transfer of data processed in the course of the provision of the Services from unauthorized access of third persons by using the SSL protocol.
2. The Controller of personal data of Partners and their representatives who have accounts on the Platform, placed on the Platform is the Service Provider, which can be contacted by office@nestmedic.com
3. The Service Provider has designated a Data Protection Officer, who can be contacted via email kamila.chocholska@nestmedic.com with any issues concerning data protection and the realization of rights connected with personal data processing.
4. Personal data is processed for the purpose of providing Services by the Service Provider, the execution of legal obligations born by the Service Provider and for the purpose of legitimate interests pursued by the Controller, such as vindication of debts.
5. The Partners' who have accounts on the Platform and their representatives' personal data may be shared with entities providing IT, bookkeeping, consulting and auditing services for the Service Provider. The personal data of the Partner shall not be transferred to third parties outside the European Economic Area.
6. Personal data will be retained for the period in which the Partner uses the Services and after that, for the period required by tax law or bookkeeping law.
7. The Partner and its representatives' who have accounts on the Platform have the right to request from the controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability. The Partner is also entitled to lodge a complaint with the supervisory authority, i.e. Director of the Office of Personal Data Protection.
8. The provision of personal data by the Partner or its representatives who are to have accounts on the Platform is a requirement for the use of the Services, the failure to provide such data disables the use of the Services.
9. Personal data provided by the Partner or its representatives will not be used for automated decision-making, including profiling.

VI. Cookies

1. "Cookies" shall be understood as IT data in particular text files stored in users terminal equipment (e.g. computer or mobile device) intended for using the Platform. The files allow to recognize the User's equipment. "Cookies" usually contain the name of the website they come from, the storage time on a terminal equipment and a unique number.

2. The Platform may use “cookies”.
3. “Cookies” are used in order to adjust the Platform to user’s preferences and optimization, and also in order to create anonymized, aggregated statistics, which help to understand in what way the User uses the Platform, which enables to improve offered functionalities, excluding personal identification of the Partner.
4. Software used for browsing websites allows to place “cookies” on a terminal equipment by default. The settings may be modified in such way so as to block automatic handling of “cookies” or inform each time about sending them at the user’s equipment. Detailed information about the possibility and ways of handling “cookies” are available in software settings.
5. The Partner agrees to use “cookies” via internet browser settings.
6. In order to obtain more information about managing “cookies”, the Partner shall use function „Help“ in the browser and visit the website www.aboutcookies.org where information about managing “cookies” are provided in different browsers. Information in Polish is available at <http://www.wszystkoociasteczkach.pl>
7. Limiting the “cookies” function may influence some functions of the Platform.

VII. Final provisions

1. The Partner bears the costs of telecommunication services necessary for the use of the Services.
2. The content of the Platform is protected by copyrights, industrial property rights and non-material rights protected by intellectual property law. The content of the Platform, including the text, photographs, programmes, graphics, trademarks, icons and logotypes, must not be copied or shared unless prior explicit permission is granted by the Service Provider. The Partner undertakes to use the content of the Platform only to its own benefit.
3. The Service Provider shall inform the Partner of any amendments to the Terms and Conditions via email.
4. The Terms and Conditions may change in case of:
 - a. Changes in the Polish law that may have an impact on the Terms and Conditions;
 - b. Changes to the scope or type of the Services pursuant to an amendment to the Partner Agreement concluded with Nestmedic S.A.;
 - c. Changes in the technical requirements necessary for the use of the Services;
 - d. Changes being a consequence of expanding the functionalities of the Platform