



Organizational Rules of Dermea Clinic

located in Warsaw at ul. Noakowskiego 16

PREAMBLE

Having regard for the highest quality of medical and cosmetology services provided by Dermea Clinic, these Organizational Rules are hereby enacted, which constitute the primary document that governs relations between the Staff of Dermea Clinic and its Patients.

The primary goal of these relations is the provision of health services by Doctors and Staff of Dermea Clinic in accordance with the applicable laws, current medical knowledge, available methods and means of prevention, diagnosis and treatment of diseases and in accordance with the rules of professional ethics and with due diligence.

§1

Sources of legal protection

1. Dermea Clinic operates in accordance with these Organizational Rules, drafted on the basis of the following laws and regulations:
 - 1) The Civil Code;
 - 2) The Medical Practices Act of 15 April 2011 (Dz.U. of 2015, item 618, as amended);
 - 3) The Medical Profession Act of 5 December 1996 (Dz.U. of 2011, No. 277, item 1634, as amended);
 - 4) The Act on Patient Rights and on the Patient Ombudsman of 6 November 2008 (consolidated text: Dz.U. of 2012, item 159, as amended);
 - 5) The Ordinance of the Minister of Health concerning the types and scope of medical records and its processing of 21 December 2010 (Dz.U. of 2014, item 177, as amended);
 - 6) The Act on the Health Service Information System of 18 April 2011 (Dz.U. of 2015, item 636, as amended);
 - 7) The Medical Practices Act of 15 April 2011 (Dz.U. of 2015, item 618, as amended);
 - 8) The Regulation No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – GDPR);
 - 9) The Personal Data Protection Act of 10 May 2018 (Dz.U. of 2018 item 1000);
 - 10) The Ordinance of the Minister of Interior and Administration on the documentation of the processing of personal data and the technical and organizational conditions for devices

and IT systems used for the processing of personal data of 29 April 2004 (Dz.U. No. 100, item 1024).

§2 Definitions

1. **Rules** – These Rules, which set forth the rights and obligations of the Parties, i.e. the Patient and Dermea Clinic in connection with the provision to the Patient by Dermea Clinic of medical and cosmetic services.
2. **Dermea Clinic** – the entity styled Dermea Dermatologia i Medycyna Estetyczna Ivana Stanković, ul. Noakowskiego 16, 00-666 Warsaw, NIP 7392143814, REGON 013137170, which provides medical and cosmetic services.
3. **Patient** – a person who uses medical and cosmetic services provided by Dermea Clinic.
4. **Next-of-kin** – the spouse, a relative by blood or marriage within the second degree in a straight line, statutory representative, domestic partner of the Patient or a person designated by the Patient.
5. **Medical Service** – a service provided by Dermea Clinic to the Patient that is a medical appointment or medical treatment (hereinafter referred to as a "service" or "appointment").
6. **Cosmetic Service** – a service provided by Dermea Clinic to the Patient that is a cosmetic appointment or cosmetic treatment (hereinafter referred to as a "cosmetic service" or "cosmetic appointment").

§3 Organizational structure

1. The organizational structure of Dermea Clinic comprises the following organizational units and cells:
 - 1) Proprietor – Ivana Stanković, MD,
 - 2) Doctors employed at Dermea Clinic,
 - 3) Nurses,
 - 4) Cosmetologists,
 - 5) Reception Desk,
 - 6) Clinic Manager,
 - 7) Doctor's Offices.

Working hours

1. Dermea Clinic is open Monday to Friday from 10.00 am to 8.00 pm, and on Saturdays from 10.00 am to 2.00 pm.
2. On Sundays and public holidays, Dermea Clinic is closed.
3. Services may be performed from Monday to Friday in hours other than the above mentioned business hours only with the permission of the proprietor of Dermea Clinic.

§5

Scope of services provided

1. Subject to the terms and conditions set forth in these Rules, Dermea Clinic provides services in the following scope: dermatology, aesthetic dermatology, dermatological surgery, histopathology, laser therapy and cosmetology.
2. Information relating to the services are made available by Dermea Clinic via the Internet and the website www.dermea.pl.
3. In order to use the services of Dermea Clinic, it is necessary to read and accept these Organizational Rules.

§ 6

Rules for booking appointments

1. Dermea Clinic keeps a register of booked appointments. Patients are serviced in accordance with the order of booked appointments.
2. A Patient may book an appointment by phone or in person.
3. When booking an appointment, a Patient is requested to provide some personal data (full name and phone number), which are used only for the purposes of possible contact and confirmation or cancellation of the appointment.
4. 24 hours before the appointment, the Patient is reminded of the date and time of the appointment by a text message.
5. The Patient is requested to arrive five minutes before the booked appointment.
6. The Patient is requested to give earlier notice of being late, so as to change the time of the booked appointment and avoid disrupting other patients.
7. Due to the nature of procedures, the time of a booked appointment may be delayed, of which the Patient will be notified, if possible.

§7

Cancellation of an appointment

1. A Patient may cancel an appointment or change its date no later than 24 hours before the appointment. If Dermea Clinic is notified of the cancellation of the appointment or a change of its date at a later time, the appointment will be forfeited and the Patient will be required to cover its cost.
2. Being more than 15 minutes late for an appointment without prior notice by phone will be treated as forfeiting the appointment.
3. Dermea Clinic accepts no liability in the case where a procedure cannot be performed as a result of a malfunction of equipment required for its performance. In such a case, the Parties will agree on a new, convenient date and time for the procedure.
4. Dermea Clinic will not provide refunds for any purchased and unused services. Any procedure packages purchased cannot be transferred to another person.

§8

Course of an appointment

1. In the interests of the highest quality of services provided by Dermea Clinic, any person coming to a Doctor's Office is requested to read these Rules.
2. A Patient will be notified in advance of the cost for a procedure. The price list is available on the website of Dermea Clinic.
3. A treatment plan is an integral part of any proposed individual medical procedure and will be proposed by the doctor attending to the Patient. The doctor or medical staff will communicate the treatment plan in a comprehensive and clear manner to the Patient and provide comprehensive answers to any questions.
4. Dermea Clinic accepts no liability for any refusal to subject the Patient to a selected service in the event of contraindications to the selected medical or cosmetic treatment.

§9

Rights and obligations of the Patient

1. The Patient has the right to:
 - 1) receive health services that comply with the current medical knowledge;
 - 2) receive information concerning his/her health;
 - 3) have any persons that provide health services maintain the confidentiality of any related information, in particular any information concerning his/her health;
 - 4) consent or refuse to the provision of any health services;
 - 5) communicate any adverse reactions to medicinal products;

- 6) have his/her privacy and dignity respected, in particular during the provision of health services;
 - 7) access medical records concerning his/her health and any health services provided;
 - 8) object to any doctor's opinion or decision.
2. The Patient is required to:
 - 1) notify the medical staff of Dermea Clinic of any medication taken, any existing conditions and earlier treatment;
 - 2) To ensure the hygiene of all body parts to be subjected to the procedure;
 - 3) behave in an appropriate manner and respect the privacy and rights of others;
 - 4) not to damage any equipment and fittings of the Clinic;
 - 5) watch their own valuables brought to the Clinic. Dermea Clinic accepts no liability for any damage arising in connection with the loss of any valuables;
 - 6) comply with the ban on bringing weapons, explosives and/or flammable materials onto the premises;
 - 7) comply with the ban on smoking tobacco, consuming alcoholic beverages and other drugs.

§10

Payments

1. The prices communicated in the price list of Dermea Clinic and on the website www.dermea.pl are for reference only and do not constitute an offer within the meaning of the Polish Civil Code of 23 April 1964 (Dz.U. of 1964, No. 16, item 93, as amended).
2. The prices communicated in the price list of Dermea Clinic and on the website www.dermea.pl are given in the Polish currency and are inclusive of VAT.
3. Any differences between the prices in the price list and/or on the website www.dermea.pl and prices communicated directly before the service may result in particular from the individual selection of the treatment series or package for the given Patient.
4. Payment for any services rendered at Dermea Clinic will be made after their provision, in cash or by card.

§11

Medical records and the terms of their availability

1. Dermea Clinic makes the medical records available to:
 - 1) A Patient whom those records concern, on presentation of a valid ID (a valid ID comprises: an identity card, driving license, passport, social security (ZUS) identity card, permanent residence card);
 - 2) a statutory representative of the Patient on presentation of the relevant document:
 - to the parents of a child below the age of 18 years, on presentation of an identity card,

- to guardians appointed by the court, on presentation of the relevant court order (custody of a minor, guardianship of a disabled or incapable person, curatorship, etc.);
- 3) a next of kin, authorised by the Patient and holding a written authorisation;
 - 4) following the death of a Patient, his/her medical records are available to any next of kin holding a written authorisation previously issued by the Patient.

The authorisation referred to in items 3) and 4) of paragraph 1.5 11 should:

- be made in writing;
 - indicate the full name and PESEL number of the authorized person;
 - be signed by the Patient.
2. The forms in which medical records are made available at Dermea Clinic:
 - 1) medical records will be made available for inspection at Dermea Clinic;
 - 2) medical records will be made available through making their extracts, true copies, copies or printouts;
 - 3) medical records will be made available by issuing the original records against receipt of delivery and subject to their return after use, if a competent authority or body demands access to the original records;
 - 4) a copy of the medical records of the Patient will remain at Dermea Clinic.
 3. Rules for making available medical records at Dermea Clinic:
 - 1) medical records will be issued on request, in such a way as to ensure confidentiality and protection of personal data;
Any request referred to in item 1) of paragraph 3. 5 11 should:
 - be made on Dermea Clinic's form obtained from the Reception Desk;
 - indicate the full name and PESEL number of the Applicant;
 - be signed by the Applicant.
 - 2) persons authorised to provide medical records appointed by Dermea Clinic will also be authorised to attest any copies of the medical records;
 - 3) in order to obtain an extract, true copy, copy or printout of medical records, the Patient, his/her statutory representative or person authorised by the Patient, will need to submit a written "Request for medical records". The request form is available at Dermea Clinic;
 - 4) if the medical records are to be collected by an authorized person, in addition an authorisation to issue medical records must be filled out and filed in the presence of a Dermea Clinic employee authorized to issue a copy of the medical records;
 - 5) requests may be lodged from Monday to Friday during the business hours of Dermea Clinic;
 - 6) medical records will be made available within 14 business days from the date of filing of the request;
 - 7) the issue of copies of medical records must be acknowledged by affixing the signatures of the issuing person and the recipient and the date of issue on the request.
 4. The Patient has the right to designate a next of kin, who may receive information concerning the Patient's health, and to specify the scope of information to be provided. The Patient also has the right to prohibit the provision of information and to change the designated next of kin.

§12

Quality assurance policy

1. Any and all equipment and products at Dermea Clinic have the respective approvals and licenses.
2. Any and all equipment is checked and maintained in accordance with the manufacturer's recommendations.
3. Sensitive parts of equipment are disinfected or replaced before every treatment.
4. All employees receive regular training and have the highest qualifications required to provide the services.
5. Numerous procedures ensure that the services are provided with due care and attention to the Patient.

§13

Refusal to perform a service

1. Dermea Clinic reserves the right to refuse to perform a service if:
 - 1) the Patient refuses to provide information required to book the procedure;
 - 2) the Patient is intoxicated;
 - 3) there are contraindications to the procedure;
 - 4) The Patient has not prepared for the procedure and/or does not comply with hygiene rules.

§14

Procedures for complaints, requests and claims

1. Dermea Clinic will make every effort so that the services it offers are performed in accordance with the standards and are of the highest quality. The Clinic warrants that the services will be performed by physicians or persons that have the qualifications appropriate for the procedures, confirmed by appropriate documents.
2. Grounds for a claim include in particular performance of a service other than that covered by the contract, improper performance of a service covered by the contract or the performance of an incorrect number of services covered by the contract (in the case of a series of services).
3. A claim should be filed within 14 business days from the date of performance of the service.
4. A claim will be considered within 14 business days from its receipt.
5. The Patient who has filed a claim will be notified of the decision by telephone or by e-mail, to the address provided in the claim.
6. In order to validly file a claim, it should be filed:

- 1) in writing to the address:
- 2) in an electronic form to the e-mail address:
and the claim should specify:
 - the particulars of the person filing the claim,
 - the date of performance of the service,
 - the nature of the service,
 - the Patient's demands.
7. If a claim is acknowledged, the service in question may be performed again or the money paid for the service may be reimbursed (in whole or in part).

§15

Loyalty program, promotional offers and voucher policy

1. Dermea Clinic has implemented a LOYALTY CARD program. Specific rules of the program can be found in the Terms and Conditions of the Dermea Loyalty Program.
2. Any rebates, discounts and promotional offers granted to a Patient are not cumulative.
3. Any treatments, treatment packages and/or products purchased by a Patient are non-refundable.
4. At the time of booking an appointment, the Patient will be asked to confirm whether he/she holds a voucher and would like to use it and to state its number and expiration date.
5. The Patient is requested to bring the voucher to the booked appointment.
6. Gift vouchers may not be exchanged for cash and may not be combined with any other promotional offer.
7. Vouchers for services at Dermea Clinic are valid for six months and always have a fixed expiration date. If a Patient does not use the voucher before its expiration date, the voucher will be forfeited.
8. Any organized promotional offer is dedicated to a specific service or services and covers only such service(s). Other services not included in the promotional offer do not participate in the promotional offer.
9. Each promotional offer has its own rules, which are available on the website www.dermea.pl or at the reception desk.

§16

Personal data security policy

1. The personal data controller is Dermea Dermatologia i Medycyna Estetyczna Ivana Stanković, ul. Noakowskiego 16, 00-666 Warsaw, NIP 7392143814, REGON 013137170.

2. Personal data will be processed for the purpose of provision of health and cosmetic services, which includes keeping medical and cosmetic records and managing the process of rendering services.
3. Dermea Clinic has implemented a Personal Data Security Policy, which is available at any Doctor's Office or at the website [www .dermea.pl](http://www.dermea.pl).
4. The Patient has the right to decide whether his/her data may be processed for marketing purposes (e.g. in order to receive notifications of promotional offers).

§17

Final provisions

1. In matters not regulated by these Rules, the provisions of the Polish Civil Code and other provisions of law, in particular the Personal Data Protection Act of 10 May 2018 (Dz.U. of 2018, item 1000), the Act on the Provision of Services by Electronic Means of 18 July 2002 (Dz.U. of 2002, no. 144, item 1204, as amended) and the Consumer Rights Act of 30 May 2014 (Dz.U. of 24 June 2014, item 827, as amended) will apply.
2. If any of the provisions of these Rules is found, in the manner prescribed by the law, to be invalid or ineffective, it will not affect the validity or effectiveness of any of the remaining provisions of these Organizational Rules. In place of the invalid provision, a provision will apply that is closest to the objectives of the invalid provision and of the entirety of these Rules.
3. Any Patient has the right to access these Rules, the price list of services and any certificates held by Dermea Clinic.
4. These Rules may be subject to change. Any changes to these Rules will be communicated to each Patient through the website www.dermea.pl and the Clinic's Facebook profile.
5. The content of these Rules may be recorded through printing, saving on a medium or downloading them at any time from the website www.dermea.pl.
6. Any disputes between Dermea Clinic and a Patient will be settled by the competent court having jurisdiction over the Patient.
7. These Rules are effective from 25 May 2018.