

**TERMS & CONDITIONS FOR THE PROVISION OF SERVICES  
CONCERNING THE ORGANIZATION OF THE CONFERENCE**

**“GDPR & cybersec in health – 4<sup>th</sup> edition”**

**organized as part of a series of conferences entitled GDPR IN THE HEALTHCARE SECTOR**

**ARTICLE 1  
GENERAL PROVISIONS**

1. The Terms & Conditions define the principles, type and scope of services provided by the Organizer, the conditions for the provision of the services, the conditions for the conclusion of the agreement for the provision of services and the complaint procedures.
2. These Terms & Conditions also constitute regulations for the provision of services by electronic means, referred to in Article 8 of the Act of 18 July 2020 on the provision of services by electronic means (i.e. Journal of Laws of 2020, Item 344, as amended).
3. Any capitalised terms used in these Terms & Conditions shall have the following meaning:
  - a. **Participant** – a natural person with full legal capacity, a legal person or an organizational unit that is not a legal person which is granted legal capacity by the law, with which the Organizer concludes the Agreement, entitled to participate in the Conference;
  - b. **Consumer** – a natural person making a legal transaction with the Sole Trader that is not directly related to the Consumer's economic or professional activity;
  - c. **Sole Trader** – a natural person who enters into the Agreement directly related to the Sole Trader's business activity, where the content of the Agreement indicates that it is not of a professional nature for this person, resulting in particular from the subject of the Sole Trader's business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity;
  - d. **Terms & Conditions** – this document, which is a model contract in electronic form as defined in Article 384.4 of the Civil Code; the Organizer makes the Terms & Conditions available through the Website and the Conference registration form;
  - e. **GDPR** – means the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119 of 4 May 2016, page 1);
  - f. **Website** – the website managed by the Organizer located at [rodowzdrowiulive.pl](http://rodowzdrowiulive.pl);
  - g. **Force Majeure** – an extraordinary external event, objectively independent of the Organizer or the Participant, impossible to foresee and impossible to prevent with due diligence, whereby this refers to the impossibility of preventing and overcoming its harmful consequences, the circumstances of which prevent the fulfilment of the obligations arising from the Terms & Conditions, and in particular the following events are deemed to be Force Majeure: fire, flood, earthquake, action of the elements and forces of nature, epidemics, acts of war, terrorism, rebellions or revolutions, acts and actions of state authorities, strikes, etc.;
  - h. **Agreement** – the legal relationship that arises between the Organizer and the Participant in the manner described in the Terms & Conditions, which is in fact an agreement for the provision of services within the meaning of the Act of 18 July 2020 on the provision of services by electronic

means (i.e. Journal of Laws of 2020, Item 344, as amended). The subject of the Agreement is the provision of the Service by the Organizer;

- i. **Service** – service provided by the Organizer under the terms of the Terms & Conditions, i.e. a service enabling the Participant to remotely participate in the Conference by watching the Conference broadcast in a web browser in real time and interacting with lecturers and other Participants via real-time chat;
  - j. **Organizer** – **wZdrowiu Limited Liability Company**, with its registered office in Warsaw, province. Mazowieckie, powiat Warsaw, commune Wola, locality Warsaw, at ul. Żelazna, No. 59, office 1405, 00-848, post office Warsaw, NIP 5272989565, REGON: 52126137800000, entered into the Register of Entrepreneurs, KRS 0000953569.
  - k. **Conference** – an online event organized by the Organizer entitled "GDPR & cybersec in health" as the fourth conference in the "GDPR in the health" series. The Conference will be held on 24 May 2022 at the time specified in the Conference agenda available at [www.rodowzdrowiu.pl](http://www.rodowzdrowiu.pl), in an online format. The Conference is addressed to representatives of medical institutions responsible for personal data processing and cyber security in these institutions.
4. In all matters related to the Conference, the Participant may contact the Organizer by e-mail at the e-mail address [biuro@rodowzdrowiu.pl](mailto:biuro@rodowzdrowiu.pl), as well as by post at the Organizer's address, by telephone at +48 690 875 075, and in person at the Organizer's headquarters (by appointment).

## **ARTICLE 2 RULES FOR THE USE OF SERVICES**

1. The Participant is obliged to use the Services under the terms of the Terms & Conditions and in accordance with the applicable law.
2. The Participant is not entitled to provide content of an unlawful nature in the use of the Services.
3. The Organizer declares that the content transmitted during the Conference is a work within the meaning of the Act of 4 February 1994 - Copyright (i.e. Journal of Laws of 2019, Item 1231, as amended). The Participant shall not have the right to reproduce and/or market the contents of the Conference and to make them available to third parties in any other way or to grant further licences. Without prior written consent of the Organizer (in written form, or otherwise the consent shall be null and void) or outside the scope of permitted use under the law, the Participant shall not be entitled to photograph, film or record the Conference in any way.
4. The Organizer hereby informs that as part of the Conference it may establish cooperation with other entities that may become patrons of the Conference.
5. The information provided during the Conference may not be treated as information constituting advice or any form of counselling.
6. In particularly justified cases, as a result of factors beyond the control of the Organizer, i.e. when a person who is to give a lecture or speech cancels his/her presentation e.g. due to illness or personal situation, the Organizer may cancel the Conference, change its date or agenda. In such cases, the Organizer shall immediately notify the Participant using the contact details provided by the Participant during registration.

### **ARTICLE 3**

#### **CONFERENCE ACCESS SERVICE OFFER**

1. As part of its business activity, using a public telecommunications network and via the Website interface, the Organizer shall enable the Participants to conclude the Agreement.
2. The conclusion of the Agreement in the manner specified in the Terms & Conditions shall be possible only for individuals with full legal capacity, legal persons or organizational units that are not legal persons which are granted legal capacity by the law.
3. The Services are provided free of charge.
4. The Service enabling the Participant to remotely participate in the Event by watching the Conference broadcast in a web browser in real time and interacting with lecturers and other Participants via real-time chat shall be provided exclusively during the Conference.

### **ARTICLE 4**

#### **CONFERENCE REGISTRATION (CONCLUSION OF THE AGREEMENT)**

1. The Participant expresses the will to conclude the Agreement by completing the Conference registration form.
2. The number of Participants is limited to 800. The Participants' registrations are accepted on a first come first served basis.
3. Registration for the Conference shall last from 28 April 2022 to 23 May 2022. The Organizer reserves the right to early termination of the registration due to the exhaustion of the limit of Participants specified in Paragraph 2; however, the registration process may be resumed in the event of an increase in the limit or a decrease in the number of registered Participants (due to resignation).
4. In order to register for the Conference, the Participant shall complete and submit a registration form via the Website, providing the following details: first and last name, contact e-mail address, referring entity, position.
5. When completing the registration form, the Participant is obliged to exercise due diligence and enter correct personal data. In case of any doubt as to the correctness of filling in the registration form, please contact the Organizer.
6. After verifying the registration form referred to above, the Organizer shall send a confirmation of registration for the Conference to the Participant to the e-mail address specified in the registration form, together with a link to the website and login password (website address) through which access to the Conference shall be granted.
7. The Agreement shall be concluded when the Organizer confirms correct registration of a Participant by e-mail. Conclusion of the Agreement via the Website requires acceptance of the Terms & Conditions. Without the acceptance of the Terms & Conditions, it shall not be possible to conclude the Agreement via the Website.
8. A reminder notification shall be sent to the Participant's e-mail address on the day of the Conference.
9. The Participant is not entitled to:
  - a. enable the use of the Service by a third party other than the Participant, in particular by providing a dedicated link to the Conference;

- b. sell for remuneration the right to use the Service, in particular if it would be for profit;
- c. offer the use of the Services to the public, with or without remuneration, including as prizes in competitions, lotteries, premium sales or any other promotional campaigns.

## **ARTICLE 5 PARTICIPATION IN THE CONFERENCE AND TECHNICAL REQUIREMENTS**

1. The Conference shall take place via the PPV Stream platform.
2. Access to the training content of the Conference shall begin on 23 May 2022 at the time specified in the Conference agenda which can be found at [www.rodowzdrowiu.pl](http://www.rodowzdrowiu.pl). The Participant gains access to the Conference by entering the website the address (link) of which was sent along with confirmation of the Participant's registration, in accordance with the Terms & Conditions.
3. Conference Participants can ask questions during the Conference via a general chat.
4. To use the Service, it is necessary to:
  - a. have a device with at least one of the following web browsers in the following versions installed:
    - i. Mozilla Firefox – version 70;
    - ii. Google Chrome – version 78;
    - iii. Microsoft Edge – version 44;
  - b. have the device connected to a public telecommunications network with a bandwidth of at least 8 mbps;
  - c. ensure that the device supports audio and video playback;
  - d. have a device equipped with a processor composed of at least one core with a clock of not less than 2 GHz and an operating memory of at least 1 GB;
  - e. have a device with a display resolution of no less than 1024 by 768 pixels;
  - f. disable Adblock and enable JavaScript and cookies in the Participant's browser.
5. The Organizer has not implemented additional technical measures to protect digital content.
6. In the event of the use of the Services, the Participant shall each time bear the costs associated with the use of the Internet network. The cost of connection to the Internet corresponds to the rates of the Participant's network operator.
7. The Website may publish banners and links to other websites and other online services. By using the banner or the link, the Participant goes to a website belonging to another entity, which is responsible for the content placed therein, as well as for processing personal data of persons visiting the website.

## **ARTICLE 6 RESIGNATION FROM PARTICIPATION IN THE CONFERENCE (WITHDRAWAL FROM THE AGREEMENT)**

1. The Participant may resign from participation in the Conference at any time, also during the Conference.
2. In the case of resignation from participation in the Conference before its commencement (i.e. until 23 May 2022), the Participant is requested to inform the Organizer by writing to the e-mail address: [biuro@rodowzdrowiu.pl](mailto:biuro@rodowzdrowiu.pl) about the resignation in advance, in order to make it possible for other interested persons to participate in the Conference.
3. The resignation shall result in the withdrawal from the Agreement and shall be definitive; however, the Participant may re-register for the Conference in accordance with the procedure and principles laid down in the Terms & Conditions, provided that the registration is still open.

## **ARTICLE 7 COMPLAINTS**

1. The Organizer is required to provide the Services free of defects.
2. The Organizer does not provide a guarantee for the Services.
3. Neither the Organizer nor the Participant shall be liable to each other for failure to perform or improper performance of any obligations under these Terms & Conditions to the extent caused by Force Majeure.
4. In connection with the provision of the Services, the Organizer shall be liable on the general principles set out in the Civil Code.
5. None of the provisions of the Terms & Conditions does not limit the rights of the Consumer or Sole Trader which they are entitled to under applicable law.
6. The entity responsible for handling the complaint is the Organizer.
7. The complaint should contain data which make it possible to identify the person submitting the complaint, the subject matter of the complaint and the demands connected with the complaint. In the event of receiving an incomplete complaint, the Organizer shall call the Participant to complete it or else the complaint shall not be recognised.
8. The complaint shall be considered by the Organizer without delay, no later than within 30 days of receipt of a complete complaint. The expiry of the aforementioned time limit shall not cause the claims to expire, and shall not affect the Participant's right to pursue any claims in court or out of court proceedings.
9. Information on the consideration of the complaint shall be sent to the Participant to the e-mail address or in any other way specified by the Customer.
10. In the case of non-recognition by the Organizer of the complaint made by the Participant, the Participant may use the judicial and extrajudicial ways to pursue claims.
11. The Consumer and Sole Trader have the possibility to use out-of-court ways to deal with complaints and pursue claims. They have the possibility to:
  - a. apply to a permanent amicable consumer court with a request to settle a dispute arising from the Agreement concluded;
  - b. apply to the regional Inspector of Trade Inspection for mediation proceedings in the matter of amicable settlement of the dispute with the Organizer;
  - c. use the assistance of a district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection;
  - d. use out-of-court complaint handling and claim investigation methods via the ODR platform which operates on the Internet at <http://ec.europa.eu/consumers/odr>

12. More detailed information about out-of-court complaint handling and redress can be found on the website <http://www.uokik.gov.pl>.

## **ARTICLE 8 PROCESSING OF PARTICIPANTS' PERSONAL DATA**

1. The controller of the Participants' personal data shall be the Organizer, i.e. **wZdrowiu Limited Liability Company**, with its registered office in Warsaw, province. Mazowieckie, powiat Warsaw, commune Wola, locality Warsaw, at ul. Żelazna, No. 59, office 1405, 00-848, post office Warsaw, NIP 5272989565, REGON: 52126137800000, entered into the Register of Entrepreneurs, KRS 0000953569.
2. Contact with the Organizer is possible:
  - a. by mail to the following address: Żelazna 59/1405 00-848 Warsaw
  - b. by e-mail to the following address: [biuro@rodowzdrowiu.pl](mailto:biuro@rodowzdrowiu.pl)
  - c. by telephone at: +48 690 875 075.
3. The personal data of the Participants shall be processed for the following purposes:
  - a. conclusion and performance of the Agreement between the Organizer and the Participant, including the handling of complaints – on the basis of Article 6(1)(b) of the GDPR, i.e. the processing is necessary for the performance of the Agreement or to take action at the request of the Participant prior to concluding the Agreement;
  - b. establishing, asserting or defending against potential claims between the Organizer and the Participant – on the basis of Article 6(1)(f) of the GDPR, i.e. on the basis of the Organizer's legitimate interest, which is the possibility to assert or defend against claims.
4. Participants' data may be transferred to the following entities: IT service providers, in particular with regard to the use of the PPV platform, hosting providers, law firms, entities providing consultancy services and other service providers on the basis of an appropriate entrustment agreement, other participants of the Conference (in terms of name and surname) in the case of the Participant's use of the chat function during the Conference.
5. Providing personal data by the Participant in the field of name, surname and e-mail address is voluntary yet necessary to conclude the Agreement through the Website (failure to provide personal data shall result in inability to conclude the Agreement).
6. The personal data of the Participants shall be processed until the expiry of the Agreement concluded by the Participant with the Organizer. Afterwards, the Organizer shall store it until the statute of limitations for claims.
7. The Organizer shall not make decisions regarding the Participants in an automated manner, including as a result of profiling.
8. The Participants shall have the right to: access their personal data, demand its rectification, deletion, restriction of its processing, the right to transfer personal data, and to object to the processing of personal data.
9. In order to exercise the above rights, it is necessary to contact the Organizer - using the contact details specified in Paragraph 2 above.
10. In the event of doubt regarding the correctness of personal data processing, the Participants shall have the right to lodge a complaint to the supervisory authority (i.e. the President of the Office for Personal Data Protection). Information on how to lodge such a complaint can be found at: <https://uodo.gov.pl/pl/83/155>

## **ARTICLE 9 CHANGES TO THE TERMS & CONDITIONS**

1. The Organizer may amend the Terms & Conditions in the event of the occurrence of at least one of the following important reasons (a closed list):
  - a. change of the conditions of using the Service, not worsening the situation of the Participant in comparison with the previous one;
  - b. the need to update the Organizer's data specified in the Terms & Conditions;
  - c. change of the way of using the Service connected with the appearance of new functionalities or deletion of the current ones;
  - d. change of law which regulates the conduct of activity by the Organizer or which affects the mutual rights and obligations of the Organizer and the Participant, or issuance of a judgement or a decision which may affect the conduct of activity by the Organizer and, consequently, the mutual rights and obligations of the Organizer and the Participant;
  - e. change in the way the Service operates, resulting from objective and independent reasons of technical or technological nature.
2. The Organizer shall give notice of any change to the Terms & Conditions by publishing the new version of the Terms & Conditions on the Website, unless otherwise stipulated by the provisions of the applicable law, court judgement or decision of an authority. In the case of Participants who provided their e-mail address at the conclusion of the Agreement, information about changes to the Terms & Conditions shall be sent to the Customer's e-mail address.
3. A change to the Terms & Conditions shall be binding if the amended Terms & Conditions have been delivered to the Participant, and the Participant has not terminated the Agreement for the provision of the Service by the Organizer.

## **ARTICLE 10 FINAL PROVISIONS**

1. The Terms & Conditions shall be binding from April, 20, 2022.
2. These Terms & Conditions shall be governed by Polish law. This provision shall not apply to Consumers and Sole Traders.
3. The Organizer shall not apply the code of good practices referred to in the Act of 23 August 2007 on counteracting unfair market practices.
4. Any dispute arising out of or connected with the Agreement, including its performance and interpretation, shall be settled by a common court of law competent for the registered office of the Organizer. This provision shall not apply to Consumers and Sole Traders.
5. None of the provisions of the Terms & Conditions shall limit the rights of the Consumer and Sole Trader which they are entitled to under the law. In the event of the existence of such a provision, the provisions of commonly applicable law shall apply, in particular the Civil Code and the Consumer Rights Act.