

Terms and Conditions of Help4vet

Hello!

Thank you for your interest in Help4vet. We are a veterinary teleradiology service. Help4vet is mainly used to exchange radiographs in the form of DICOM files between veterinarians and specialists in the field of veterinary radiology in order to obtain an interpretation of radiographs.

My registration data as the website and service administrator, seller and service provider: NN Poland, Wileńska 79, 95-200 Pabianice, Poland. Tax ID (NIP): PL7311435229, Registration number (REGON): 471520281.

Below you will find the regulations, in which information was provided, among others on the method of placing an order leading to the conclusion of the contract, details on the implementation of the contract, forms of delivery and payment available in the store, the procedure of withdrawal from the contract or complaint proceedings.

In case of any comments, questions or doubts, I am at your disposal at info@help4vet.com.

We greet you and wish you successful use of Help4vet.

§ 1 Definitions

For the purposes of these Regulations, the following terms are used:

- 1) **Buyer** - a natural person, legal person or defective legal person,
- 2) **Consumer** - a natural person concluding a contract with the Seller not directly related to its business or professional activity,
- 3) **Regulations** - these regulations, available at <https://help4vet.com/terms-conditions.pdf>,
- 4) **Store** - online store operating at <https://help4vet.com>,
- 5) **Seller** - NN Poland, Wileńska 79, 95 -200 Pabianice. NIP: 7311435229, REGON: 471520281

§ 2 Initial provisions

1. Through the Store, the Seller provides the Buyer with the opportunity to conclude a contract for the provision of digital services (purchase of points for ordering

services in the Store and the storage and processing of files in the DICOM format) described on the Store's website.

2. The Regulations define the terms and conditions of using the Store, as well as the rights and obligations of the Seller and Buyers.
3. To use the Store and digital content purchased through the Store, it is not necessary to meet specific technical conditions by the computer or other device of the Buyer. The following are sufficient:
 - 1) Internet access,
 - 2) standard operating system,
 - 3) standard web browser,
 - 4) .pdf file viewer,
 - 5) having an active e-mail address.
4. Help4vet processes radiographs in the form of DICOM files, but cannot be viewed for medical purposes. The images generated by Help4vet have no diagnostic value and are for illustrative purposes only. If the Buyer wants to view DICOM files for diagnostic purposes, he must have his own software for this purpose and can download radiographs from the Store.
5. In a situation where the use of digital content would require the fulfillment of additional technical conditions, these conditions are indicated in the description of the digital content in the Store.
6. The buyer cannot make a purchase in the store anonymously or under a pseudonym.
7. It is forbidden to provide illegal content while using the Store, in particular by sending such content via the forms available in the Store.
8. All product prices listed on the Store's websites are gross prices.

§ 3

Services provided electronically

1. Through the Store, the Seller provides the Buyer with electronic services.
2. The basic service provided electronically to the Buyer by the Seller is enabling the Buyer to place an order in the Store, leading to the conclusion of a contract with the Seller. Placing an order is possible only for Buyers who have an account in the Store.
3. The Seller also provides the Buyer with an electronic service consisting in setting up and maintaining an account in the Store. The account stores the Buyer's data

and the history of orders placed by him in the Store. The Buyer logs into the Account using his e-mail address and the password he has defined.

4. Creating an account in the Store takes place by entering an email address in the registration form and completing the registration process in accordance with the description provided to the Buyer by the Store. The buyer can delete the account at any time from the management panel.
5. If the Buyer decides to subscribe to the newsletter, the Seller also provides the Buyer with an electronic service consisting in sending the Buyer e-mail messages containing information about new products, promotions, products or services of the Seller. The subscription to the newsletter takes place by selecting the appropriate checkbox in the Buyer's account. The buyer may at any time unsubscribe from the newsletter by clicking the unsubscribe button visible in each message sent as part of the newsletter or by sending a relevant request to the Seller.
6. The services of establishing and maintaining the buyer's account are provided electronically to the Buyer free of charge. On the other hand, sales contracts, contracts for the storage of digital content and contracts for the provision of services and for consultation concluded via the Store are payable.
7. In order to ensure the safety of the Buyer and the transfer of data in connection with the use of the Store, the Seller shall take technical and organizational measures appropriate to the degree of threat to the security of the services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.
8. The Seller takes steps to ensure that the Store functions properly. The Buyer should inform the Seller about any irregularities or interruptions in the functioning of the Store.
9. Any complaints related to the functioning of the Store may be submitted by the Buyer via e-mail to the e-mail address info@help4vet.com. In the complaint, the Buyer should specify the type and date of the irregularity related to the functioning of the Store. The seller will consider all complaints within 30 days of receiving the complaint and will inform the customer about its resolution to the e-mail address of the person submitting the complaint.

Placing an order

1. The buyer can place an order as a registered customer.
2. The registered customer is the Buyer who has an account in the Store.
3. Before placing an order, the customer must log in to the account.
4. Placing an order for points is done by selecting by the Buyer a package of points to be purchased and clicking the "Buy Points" button. At the stage of placing the order, the method of payment for the order is also selected. Payment for points is only possible online. The order is placed when the Store receives information about the correct payment from the payment system.
5. An order for a description is placed by the Buyer uploading a digital radiograph in DICOM format, filling in a form with a description of the case and clicking the "Send to Description" button. You pay for ordering a description with points purchased in the Store. If the Buyer does not have enough points to place an order, he can buy them using the Store.
6. The condition for placing an order is the acceptance of the Regulations, which the Buyer should read in advance. In the event of any doubts regarding the Regulations, the Buyer may contact the Seller.
7. The ordering process is completed by clicking the button finalizing the order. Clicking on the button finalizing the order is the Buyer's declaration of will leading to the conclusion of a contract for the supply of digital content with the Seller in the case of purchase of points or a contract for the provision of services in the case of ordering the description or storage of digital radiographs in DICOM format. The contract is considered concluded at the time of confirmation of receipt of payment and the display of the confirmation message by the Store.
8. When ordering points, only online payment is possible. The buyer, after clicking the button finalizing the order, will be redirected to a payment gateway operated by an external payment operator in order to make payment for the order. If the Buyer has chosen to pay by bank transfer, after clicking the button finalizing the order, he will be redirected to the Store's website with order confirmation and instructions for making the payment.
9. In the order form and in the profile, the Buyer must provide true data, including personal data. The buyer is responsible for providing false data. The Seller reserves the right to suspend the execution of the order in a situation where the Buyer has provided false data or when these data raise reasonable doubts of the Seller as to their correctness. In this case, the Buyer will be informed by phone or e-mail about the Seller's doubts. In such a situation, the Buyer has the right to explain all circumstances related to the verification of the accuracy of the data

provided. In the absence of data enabling the Seller to contact the Buyer, the Seller will provide any explanations after the Buyer has made contact.

10. The Buyer declares that all data provided by him in the order form and in the profile are true, while the Seller is not obliged to verify their truthfulness and correctness, although he has such permission in accordance with paragraph 9 above.

§ 5

Delivery, payment and invoices

1. Points purchased in the Store are available to the logged in Buyer and can only be used in the Store.
2. Descriptions ordered by the Buyer will be available on the Buyer's account after the service has been performed and may be sent to his e-mail address.
3. The available payment methods for the order are described on the Store's website and are presented to the Buyer at the ordering stage, you can pay for Points online, and for other services with Points.
4. Payment methods available by credit cards:
 - * Visa
 - * Visa Electron
 - * Mastercard
 - * MasterCard Electronic
 - * Maestro "

The entity providing online payment services in the field of card payments is Blue Media SA

5. Electronic payments are handled by [Conoxia Ltd.](#)
6. If the Buyer has asked for an invoice, it will be delivered to the Buyer by e-mail to the e-mail address provided in the Buyer's profile or it will be available for download after logging into the Store in the "Settlements" tab. The buyer agrees to receive invoices electronically.

§ 6

Buyer's account

1. Most of the Store's functionalities are available only to registered Buyers.
2. The user account is created by completing and sending the registration form by the Buyer, confirming the e-mail provided in the registration form by clicking the

registration link in the e-mail sent by the Store, entering a password and filling in the Buyer's data and saving them in the Buyer's profile.

3. The registration link is valid for 24 hours, if the email data provided in the registration form is not used within this time, it will be deleted.
4. Only the Buyer can change the data on his account on his own.
5. The Buyer's account is active until:
 - 1) the Buyer deletes the account;
 - 2) Automatic deletion of the Buyer's account after 1 year of Buyer's inactivity, understood as the lack of purchase or issue of Points during this period;
 - 3) Removal of the account by the Seller as a result of the Buyer's breach of these Regulations
6. Removal of the account by the user will result in the deletion of the data contained in it provided during registration and possibly later modified, the deletion of points purchased by the Buyer and the results of consultations ordered by the Buyer. All uploaded DICOM files will be deleted or anonymized. Account deletion is an irreversible process. Deleting the account will not delete information about orders placed using the account, which the Seller will store until the expiry of the limitation period for claims under the contract concluded via the Store / for the entire duration of the Store's operation, unless the Buyer objects to the storage of this information beforehand, and the Seller does not it will have an overriding interest in their preservation.

§ 7 Points

1. Points are used to order and pay for services currently available in the Store.
2. Points can be purchased by Buyers in accordance with the current offer of the Store. Points are available in packages with a different number of points and the validity of points. You can pay for points using electronic payment methods available in the Store.
3. The price offer and the validity periods of points available in purchase packages may change.
4. The prices of the points packages are gross prices and include VAT.
5. Points can only be used during their validity period. After this period, they are deleted from the Buyer's Account.

6. Unused Points may be returned by the Buyer within one month of their purchase, as long as their expiry date has not expired. For points, the Sellers will return money in proportion to the price of Points in the package in which they were purchased and the number of points returned rounded up to the nearest PLN.
7. In the event of deleting the Account, the Points accumulated on it will expire and will be irreversibly deleted.
8. If the Buyer has received a top-up code from the Seller, he may use it to top up his account with points. Points charged in this way are non-returnable. Top-up codes are one-time use and may have a specific expiry date. The points obtained with the top-up codes have a specific expiry date.

§ 8

Digital radiographs - DICOM

1. To order some services, it may be necessary to upload radiographs in DICOM format.
2. By uploading a digital radiograph, the buyer declares that he has sufficient rights to use them in accordance with these regulations and that he does so in accordance with the law.
3. At the time of uploading the radiograph, the Buyer grants the Seller consent to use these radiographs for purposes related to the provision of services and, after their anonymization (i.e. removal of personal data), for other purposes, e.g. research and development, scientific purposes.
4. The Buyer is responsible for the quality of the radiographs provided. Radiographs must be made in accordance with the art and have a diagnostic value. The services provided by the Seller may only be as good as the quality of the data provided by the Buyer.

§ 9

Services

1. Services can be ordered only by logged in Buyers.
2. The services are paid for at the time of ordering with Points according to the current offer. The services will be performed within the time specified in the order. The prices of the services may change, the Buyer is bound by the price at the time of placing the order.
3. The Buyer may order a description of veterinary digital radiographs:
 - 1) Descriptions will be performed by veterinarians with sufficient knowledge and skills in the field of giving opinions on radiographs.
 - 2) Descriptions will be made for radiographs of small animals (cat, dog).

- 3) Descriptions will be made on the basis of radiographs uploaded by the Buyer in the form of DICOM files.
- 4) One order covers one area of one patient. If the order will contain more than one neighborhood, the Seller will describe one neighborhood chosen at its sole discretion, unless the other neighborhoods are available for comparison purposes and this will be described in the order by the Buyer.
- 4) When placing an order, the Buyer fills in the form relating to the case to be described. The Buyer is obliged to provide true data. Providing false data may result in an incorrect description for reasons attributable to the Buyer. In such a situation, the seller retains the right to remuneration.
- 6) The service depends on the quality of the radiographs uploaded by the Buyer. Only radiographs of sufficient diagnostic value as assessed by the prescribing physician will be described. If the radiographs do not have a diagnostic value in the opinion of the prescribing physician, we have the right to refuse the Order. In this case, the Seller retains the right to remuneration.
- 7) The descriptions of the radiographs are an interpretation of the data provided by the Buyer by a veterinarian. They express the opinion of the veterinarian making the description and cannot replace the decision of the veterinarian treating the patient whose data has been submitted for description.
- 8) Radiographs from the ordered descriptions will be stored and available to the Buyer for a period of at least one (1) year from placing the order.
- 9) Within one order, the Buyer may upload no more than 10 DICOM files.

§ 10

Withdrawal from the contract

4. A consumer who has concluded a distance contract with the Seller has the right to withdraw from the contract without giving any reason within 14 days from the date of taking possession of the purchased items (in the case of a sales contract) or within 14 days from the date of conclusion of the contract (in the case of a contract for the delivery digital content and service contracts).
5. Starting from 01/01/2021, the right to withdraw from the contract on the terms described in this paragraph and resulting from the Act on consumer rights is also available to a natural person concluding a contract with the Seller directly related to his business activity, if the content of this contract shows that no it has a

professional character for that person, resulting in particular from the subject of the business activity performed by him, made available on the basis of the provisions on the Central Register and Information on Economic Activity. Therefore, when under this paragraph, the rights of the Consumer are mentioned, starting from 01/01/2021, these rights also apply to a person who meets the above criteria.

6. The right to withdraw from the contract does not apply to contracts:
 - 1) for the provision of services, if the Seller has fully performed the service with the express consent of the Consumer, who was informed before the commencement of the service that after the performance of the service by the Seller, he will lose the right to withdraw from the contract,
 - 2) for the delivery of digital content that is not stored on a tangible medium, if the performance began with the Consumer's express consent before the deadline to withdraw from the contract and after informing the Seller about the loss of the right to withdraw from the contract.
7. The moment of commencement of the performance in the case of digital content is the provision of this content in the Buyer's Profile.
8. In the case of descriptions, the moment of performance is the provision of the description (or its rejection) in the Buyer's profile.
9. To withdraw from the contract, the Consumer must inform the Seller about his decision to withdraw from the contract by an unequivocal statement - for example, a letter sent by post, fax or e-mail.
10. The consumer may use the model withdrawal form available at <https://help4vet.com/form/>, but it is not obligatory.
11. To meet the deadline to withdraw from the contract, it is enough for the Consumer to send information regarding the exercise of the consumer's right to withdraw from the contract before the deadline to withdraw from the contract.
12. The Seller shall refund the payment using the same method of payment as used by the consumer, unless the consumer has expressly agreed to a different method of return, which does not involve any costs for him.

§ 11

Liability for defects

1. The Seller is obliged to provide the Buyer with a product and digital content free from defects, as well as to perform the service in a proper manner, subject to other provisions of the regulations.
2. The Seller is liable to the Buyer if the sold product, digital content has a physical or legal defect (warranty for defects) or if the service was performed improperly.
3. If the Buyer finds a defect in the product, digital content or improperly performed service, he should inform the Seller about it, specifying his claims or submitting a declaration of appropriate content.
4. The buyer may use the complaint form available at <https://help4vet.com/form/>, but it is not obligatory.
5. The Buyer may contact the Seller both by traditional mail and by e-mail.
6. The Seller will respond to the complaint submitted by the Buyer within 14 days from the date of delivery of the complaint by the means of communication with which the complaint was submitted.
7. Details regarding the Seller's warranty for defects in the sold item are governed by the provisions of the Civil Code (Articles 556 - 576).
8. Starting from 01/01/2021, the provisions on the Seller's warranty for defects in the sold item regarding Consumers also apply to a natural person concluding a contract with the Seller directly related to its business activity, when the content of this contract shows that it does not have persons of a professional nature, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

§ 12

Personal data and cookies

1. The Seller is the administrator of the Buyer's personal data.
2. The Buyer's personal data is processed for the following purposes and based on the following legal grounds:
 - 1) conclusion and performance of the contract - art. 6 sec. 1 lit. b GDPR,
 - 2) implementation of tax and accounting obligations - art. 6 sec. 1 lit. c GDPR,
 - 3) defense, investigation or determination of claims related to the contract, which is a legitimate interest pursued by the Seller - art. 6 sec. 1 lit. f GDPR,

- 4) identification of the returning customer, which is a legitimate interest pursued by the Seller - art. 6 sec. 1 lit. f GDPR,
 - 5) handling inquiries from Buyers who have not yet concluded the contract, which is a legitimate interest pursued by the Seller - art. 6 sec. 1 lit. f GDPR,
 - 6) sending the newsletter, after prior consent - art. 6 sec. 1 lit. a GDPR.
3. The recipients of the Buyer's personal data are: veterinarians making the description, tax offices, accounting office, law firm, hosting provider, teleradiology system supplier, invoicing system supplier, CRM system supplier, mailing system supplier.
 4. The Buyer's personal data is stored in the Seller's database throughout the entire period of conducting business in order to ensure the possibility of identifying the returning customer, which, however, may be objected by the Buyer by requesting the deletion of his data from the Seller's database. If such an objection is submitted before the expiry of the limitation period for claims under the concluded contract, the Seller will have an overriding interest in storing the Buyer's data until the expiry of the limitation period for claims. Accounting documentation containing the Buyer's personal data is kept for the period required by law. Data
 5. Buyer's rights related to the processing of personal data: the right to request the Seller to access personal data, rectify it, delete it, limit processing, the right to object to the processing, the right to transfer data, the right to submit a complaint to the President of the Personal Data Protection Office.
 6. Providing personal data by the Buyer is voluntary, but necessary to be able to use most of the functions available in the Store, contact the Seller, set up a user account, conclude a contract or subscribe to the newsletter.
 7. The store uses cookies technology.
 8. Details related to personal data and cookies are described in the privacy policy available at <https://help4vet.com/policy/>

§ 13

Intellectual property rights

1. The Seller hereby instructs the Buyer that the content available on the Store's website, digital content available in the Store, elements of physical products (e.g. graphic designs), materials provided during consultations or training may constitute works within the meaning of the Act of February 4, 1994 on copyright. and related rights to which the copyright belongs to the Seller.

2. The Seller hereby instructs the Buyer that further distribution of copyrighted content by the Buyer without the consent of the Seller, except for the use of the content as part of permitted personal use, constitutes an infringement of the Seller's copyright and may result in civil or criminal liability.

§ 14

Out-of-court methods of dealing with complaints and redress

1. The Seller agrees to submit any disputes arising in connection with the concluded contracts through mediation proceedings. Details will be determined by the parties to the conflict.
2. The consumer has the option of using extrajudicial means of dealing with complaints and redress. Among other things, the Consumer may:
 - 1) apply to a permanent amicable consumer court with a request to resolve the dispute arising from the concluded contract,
 - 2) apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Buyer and the Seller ,
 - 3) use the help of a poviát (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.
3. For more detailed information on out-of-court complaint and redress procedures, the consumer may search on the website <http://polubownie.uokik.gov.pl>.
4. The consumer may also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr>. The platform is used to settle disputes between consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or a contract for the provision of services.

§ 15

Final provisions

1. The Seller reserves the right to introduce and cancel offers, promotions and to change prices in the Store without prejudice to the rights acquired by the Buyer, including in particular the terms of contracts concluded before the change. The prices for the performance of services may change, also after the Buyer purchases points, about which the Buyer has been informed and agrees.

2. The Seller reserves the right to make changes to the Regulations without prejudice to the rights acquired by the Buyer on the basis of contracts concluded before the amendment to the Regulations. Buyers who have a registered user account will be informed of any change to the Regulations by sending a message to the e-mail address assigned to the user account. If the new Regulations are not accepted, the Buyer may delete his user account free of charge.
3. Any disputes relating to contracts concluded via the Store will be considered by a Polish court of law competent for the place of business a permanent basis by the seller are present. This provision does not apply to Consumers for whom the jurisdiction of the court is considered on general principles. Starting from 01/01/2021, this provision also does not apply to a natural person concluding a contract with the Seller directly related to its business activity, when the content of this contract shows that it does not have a professional nature for that person, resulting in particular from the subject of the performed by her economic activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity - in the case of such a person, the court's jurisdiction is considered on general principles.
4. These Regulations are valid from **01/04/2022**.
5. All archival versions of the Regulations are available for download in .pdf format - links can be found below the Regulations.