



Terms and Conditions

of Sale of Damiana Medical Centre Specific-Value Medical Care Packages, version 1/2023

§ 1. These Terms and Conditions define the rights and obligations of the buyer and seller of the medical care package at the Damiana Medical Centre. The seller is Centrum Medyczne Damiana Holding sp. z o. o. with its registered office in Warsaw, ul. Wałbrzyska 46, 02-739 Warsaw, entered in the register of entrepreneurs under KRS number 0000189581 (**Seller**).

§ 2. 1. By purchasing a package, the buyer acquires from the seller the entitlement to use the seller's specified services with a relevant discount on the seller's listed price, including other specified services without such a discount, as well as to discounts on certain separately payable services. These entitlements shall be referred to collectively as the **Package**.

2. Subject to § 16(1)(8), the package covers services performed at the seller's own facility (clinic or other organisational unit of Damiana Medical Centre).

3. Subject to § 14(2), the package does not apply to services provided by a hospital.

§ 3. Buyers can purchase a package worth PLN 750, PLN 1,500 or PLN 2,500. Packages of a given value vary in validity term and amount of discounts according to the following table.

Package value	Discount value (subject to § 13(3))	Package validity term
PLN 750	5%	6 months - from date of purchase
PLN 1500	10%	12 months - from date of purchase
PLN 2500	15%	18 months - from date of purchase

§ 4. The purchase price is the value of the package indicated in § 3.

§ 5. 1. The package is purchased at the seller's facility.

2. Purchase of the package is also possible in the online store (**online purchase**).

§ 6. 1. When purchasing a package at the seller's facility, the buyer can designate persons entitled to use the package. In the event of designating such persons, the buyer determines whether the buyer himself/herself will also use the package.

2. The persons entitled to use the package may be designated by the buyer at the seller's facility by submitting a signed application, indicating the value of the package, the date of purchase and the first and last name, PESEL number (or date of birth) and address of the buyer and the person to be removed from the package or included in the package, or by sending a scan of the application to the following address: dak@damian.pl. In case of a child without a PESEL number, the parent's PESEL number must also be provided, and in case of a foreigner without a PESEL number, the passport number must be provided. The template form is annexed to these T&Cs. It is available at the reception of the seller's facility and can be downloaded from the website: www.damian.pl. The designation (change) of the persons entitled to use the package shall take place within three working days from the date of receipt of the completed application by the seller.

§ 7. 1. Prior to the purchase of the package at the seller's facility, the buyer will receive the text of these T&Cs with confirmation of receipt.

2. Online purchase is possible upon acceptance of these T&Cs by ticking the appropriate box.

§ 8. At the time of conclusion of the agreement at the seller's facility, the buyer will sign two copies of the confirmation of purchase in accordance with the template attached hereto; one for each party.

§ 9. The package can be used during the validity period, which starts to run from the date of purchase. Any funds not used within the package after its expiry, subject to § 10, are not refundable.

§ 10. A buyer who has not designated another person entitled to use the package and who, due to a medical condition, has lost the ability to use the services included in the package, is entitled to receive a refund of the unused funds in the package. The buyer is also entitled to this right if they have indicated that they will not use the package themselves and if all of the persons indicated by them as authorised to use the package has become unable to use further services for health reasons. In such a case, the buyer must provide, together with the refund request, copies of documents proving the loss of the possibility to use medical services to the manager of any of the seller's facilities. The buyer will be reimbursed the value of the package purchased, less the cost of the services rendered, each according to the applicable price list. The seller's facility where the package was purchased is competent to examine the request and make the refund. The package loses validity when the buyer provides the bank account number for the refund, unless it has already expired due to the expiry of the validity period. The right to receive a refund lapses if the buyer's request is not submitted within one month from the date of expiry of the package.



§ 11. A person authorised to use a package with unused funds remaining may, during the validity period of the package, purchase a service from the seller whose price exceeds the value of the remaining funds by paying the difference. The service purchased in this way will be fully covered by the package discount.

§ 12. The current price list for services provided by Damiana Medical Centre is available at the reception of any of the seller's facilities.

§ 13. 1. **[Services included in the package]** The package includes the following services: specialist and professional consultations, diagnostic tests (including ultrasound scans, CTG, holter, stress test, spirometry, audiometry, ECG), laboratory tests, rehabilitation procedures, including individual rehabilitation, biopsy, neurological diagnosis (EEG, EMG), videolaryngoscopy, allergy and dermatological tests, outpatient medical and nursing procedures performed at the seller's clinic.

2. The services referred to in item 1 are subject to the discounts indicated in § 3 (Table).

3. The package also includes immunizations for children and adults, endoscopic examinations, genetic tests, histopathological examinations and highly specialised ultrasound. There is a 5% discount on these services.

§ 14. 1. **[Services not included in the package]** The package does not include:

1) services subject to VAT at a rate of 23% or 8%, including aesthetic gynaecology, aesthetic medicine, in the field of rehabilitation: full-body relaxation massage, general rehabilitation exercises, partial relaxation massage;

2) purchase of medical supplies;

3) radiological examinations: X-ray, urography, mammography, CT scan, MRI.

2. Services not included in the package are listed in detail in the current price list. Payment for these services is outside the package.

§ 15. **[Discounts on services not included in the package]** 1. The package entitles the beneficiary to a 5% discount during the validity period indicated in § 3 (Table) on the following services not included in the package:

1) the services referred to in § 13(2)(3),

2) contrast administration for radiological examinations,

3) purchase of orthopaedic supplies,

4) relaxation massage.

2. The PLN 2500 package, during its validity period, additionally entitles the beneficiary to a 5% discount on: treatments and surgeries at the Damiana Hospital.

§ 16. The discount associated with the package purchased, as referred to in these Terms and Conditions, shall not be added to any discount to which the buyer or the person authorised to use the package is otherwise entitled.

§ 17. 1. **[Services included in the package without discount]** With the funds included in the package, the buyer may use, among others, the following services without additional payment:

1) services in the scope of psychology, psychiatry, neuropsychology, speech therapy, sexology;

2) retinal clinic services;

3) botulinum toxin treatment;

4) minor plastic surgery procedures for medical indications, including lesion treatment, aesthetic excision;

5) outpatient cystoscopy;

6) Esperal implant;

7) liquid nitrogen cryotherapy in gynaecology;

8) home rehabilitation;

9) PAPP test;

10) consultation at a medical marijuana dispensary.

2. The cost is settled according to the current price list, without discounts.

§ 18. 1. The buyer can start using the package immediately upon payment of the purchase price.

2. In the case of online purchase, the package can be used three working days after the date of payment.

§ 19. No medical referral is required for the laboratory tests. A referral from a doctor is needed if invasive tests are performed. Detailed information is provided to the patient by the reception staff of the seller's facility or by calling (22) 566 22 22.

§ 20. During the validity term of the package, the buyer may freely change the designated persons authorised to use the package by submitting a signed application as detailed in § 6(2), which also specifies the date for the change to take place.



§ 21. The buyer and any person authorised to use the package has the right to be informed by the seller of the amount of unused funds within the package. Data on the number of persons authorised to use the package and data enabling the identification of the person authorised to use the package may only be made available by the seller to the buyer. Information about a given person's use of the package can only be provided by the seller to persons authorised by that person in writing to inquire about that person's health and the health services provided.

§ 22. Complaints should be sent to the following address: reklamacje@damian.pl or in writing to any of the seller's facilities. Complaints shall be investigated within 30 days of receipt. This time limit does not run if the complainant has not demonstrated that he or she is authorised to act on behalf of the buyer or the person authorised to use the package, or has not provided information enabling the complaint to be investigated. In such a case, they will be asked to supplement the complaint. The time limit will start to run when the complainant supplements the complaint.



Confirmation of purchase of a specific-value medical care package

- SILVER package worth PLN 750 (5% discount for 6 months)*
- GOLD package worth PLN 1,500 (10% discount for 12 months)*
- PLATINUM package worth PLN 2,500 (15% discount for 18 months)*

Seller: Centrum Medyczne Damiana Holding sp. z o. o. with its registered office in Warsaw, ul. Wałbrzyska 46, 02-739 Warsaw

Buyer:	Full name:	
	PESEL or date of birth:	MRN:
	Address of residence:	

Will the buyer use the package? YES / NO*

Beneficiaries authorised to use the package*:

1)	Full name:	
	PESEL or date of birth:	MRN:
	Address of residence:	
2)	Full name:	
	PESEL or date of birth:	MRN:
	Address of residence:	
3)	Full name:	
	PESEL or date of birth:	MRN:
	Address of residence:	
4)	Full name:	
	PESEL or date of birth:	MRN:
	Address of residence:	
5)	Full name:	
	PESEL or date of birth:	MRN:
	Address of residence:	

*delete as appropriate

The buyer hereby confirms that, prior to the purchase of the package, they have received a copy of the Terms and Conditions of Sale of Damiana Medical Centre Specific-Value Medical Care Packages, version 1/2023 (note: does not apply to online sales).

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Date and signature of buyer

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Signature of reception staff



**NOTIFICATION
(CHANGE)* OF PERSONS ENTITLED TO USE SPECIFIC-VALUE MEDICAL CARE PACKAGE**

Value of purchased package: PLN750*, PLN1500*, PLN2500*, Date of purchase:.....

Buyer details:

First name:.....

Last name:

PESEL or date of birth:

MRN number:

Details of the beneficiary to be authorised to use the package*:

First name:.....

Last name:

PESEL** or date of birth:

Address of residence:

Details of the beneficiary to be deleted*:

First name:.....

Last name:

PESEL** or date of birth:

Address of residence:

.....
Date and signature of buyer

.....
Signature of reception staff

*delete as appropriate

** In case of a foreigner who does not have a PESEL number, enter the passport number.