

## REGULATIONS FOR THE USE OF THE MOBILE APPLICATION "ONCO DESK" ("Regulations")

These regulations define the rules of using the mobile application "**ONCO DESK**", provided by Commoditech sp. z o.o. with its registered office in Warsaw, entered under the number of the National Court Register KRS: 0000436044 into the Register of Entrepreneurs kept by the Regional Court for the capital city of Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register; the amount of the share capital and paid-in capital: PLN 25,000. NIP (Tax Identification Number): PL701-03-57-859; REGON (National Business Registry Number): 146338214 (hereinafter referred to as "**the Service Provider**"), the Regulations define the rules for the provision of services and the collection of information about users (hereinafter referred to as "**the Users**") in the mobile application of an educational nature "**ONCO DESK**" (hereinafter referred to as "**the Application**").

### § 1

#### DEFINITIONS

1. **Personal Data Controller** - an entity referred to in art. 4 item 7 of the Regulation (EU) 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 (hereinafter referred to as: "**GDPR**") processing personal data through the Application, being also the Service Provider – i.e. Commoditech sp. z o.o. with its registered office in Warsaw, entered under the number of the National Court Register KRS: 0000436044 into the Register of Entrepreneurs kept by the Regional Court for the capital city of Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register; the amount of the share capital and paid-in capital: PLN 25,000. NIP (Tax Identification Number): PL701-03-57-859; REGON (National Business Registry Number): 146338214.
2. **Application** - an ICT system called "**ONCO DESK**", made available to the User by the Service Provider through the App Store or Google Play Store. The application installed on a mobile device allows the User to use its functionalities in order to gain access to specific educational materials.
3. **Regulations** – means this document specifying the terms and conditions concerning the provision of Services by the Service Provider to the User using the Application.
4. **Agreement** - an agreement concluded between the Service Provider and the User on the basis of which the User obtains access to the Application, and the Service Provider provides the User with Services.
5. **Service Provider** - Commoditech sp. z o.o. with its seat in Warsaw, entered under the number of the National Court Register KRS: 0000436044 into the Register of Entrepreneurs kept by the Regional Court for the capital city of Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register; the amount of the share capital and paid-in capital: PLN 25,000. NIP (Tax Identification Number): PL701-03-57-859; REGON (National Business Registry Number): 146338214 providing Services to the User using the Application.

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6. **Services** - services provided by the Service Provider to the User by electronic means, i.e. without the simultaneous presence of the parties, remotely, using the Application, consisting in (i) making the Application available to the User, (ii) enabling the User to access specific educational content using the Application, (iii) enabling the User to use other functionalities of the Application.
7. **User** - a natural person with full legal capacity, i.e. a person who is 18 years of age, neither totally nor partially incapacitated, having the right to practice the profession of an Healthcare Professional in the territory of Italy, Spain, Austria, the Netherlands and Romania, using the Application in connection with the conclusion of the Agreement, who has successfully gone through the access verification process to the Application, described in §4 of the Regulations.

## **§ 2**

### **GENERAL PROVISIONS**

1. The use of the Application is possible provided that the User:
  - a) has the access to the Internet;
  - b) has in his/her mobile device the iOS operating system, version 10.0 or higher, or the Android operating system, version 5.0 or higher;
  - c) installs the Application on his / her mobile device using the App Store or Google Play Store;
  - d) successfully goes through the access verification process referred to in §4 of the Regulations.
2. Each User is required to read the Regulations before using the Application.
3. The User is obliged to use the Application and Services in accordance with this Regulations and generally applicable law.
4. It is not allowed to:
  - a) use the Application in a way that violates or aims to violate applicable law;
  - b) claim to be another person through the Application;
  - c) provide false data in the Application;
  - d) take any actions to the detriment of the Service Provider, other Users or third parties.

## **§ 3**

### **CONDITIONS OF USING THE APPLICATION AND RULES OF PROVIDING SERVICES**

1. Downloading the Application on a mobile device by the User requires an Internet connection.
2. The Application is downloaded from the App Store or Google Play Store.
3. After installation, the Application will be visible on the desktop and in the menu of the User's mobile device.
4. The use of the Application may take place online (i.e. through the Internet) or offline. Using the Application in the offline mode results in the User's lack of access to any functionalities of the Application.
5. The Service Provider hereby informs that the Application will be connected to the Internet only when the User launches the Application in such a way that it will be visible on the screen of a given mobile device. The Application can run in the background, however, this does not involve any data transmission fees on the part of the User.

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6. The Application will be launched each time it is launched by the User on his/her mobile device, until the Application is completely closed or the Application is uninstalled.
7. The User may uninstall the Application at any time – i.e. remove the Application from the mobile device. For this purpose, the User should follow the procedure of uninstalling the Application appropriate for the operating system that supports his/her mobile device.
8. As part of the Services provided, the User: (i) gains access to the Application, (ii) has the opportunity to read the content of specific educational materials made available using the Application, (iii) has the opportunity to use other functionalities of the Application.
9. The Application can send Users automatic PUSH notifications. The User may disable or limit the option of receiving such notifications from the Application options available in the menu or settings of the mobile device.

#### **§ 4**

##### **APPLICATION ACCESS VERIFICATION**

1. It is necessary for the User to go through the access verification process to the Application, in accordance with the provisions of this section for the User to fully use all functionalities of the Application described in §3 item 8 of the Regulations, including the use of the Services.
2. After installing and starting the Application, the User is obliged to provide his/her HCP ID (Medical license number or equivalent), name, surname and ZIP code.
3. The Service Provider, on the basis of the data provided by the User, verifies the given data in order to determine whether the User has the right to practice the profession. If he/she has such a right he/she gains full access to the functionality of the Application. If he/she does not have the right – he/she will not gain access to the functionality of the Application.
4. The Service Provider has the right to block, delete or temporarily limit the access to the Application in the event of the User's breach of the provisions of the Regulations and also in the event that the Service Provider becomes aware that the personal data provided by the User are false.

#### **§ 5**

##### **COSTS OF USING THE APPLICATION**

1. Downloading and using the Application and Services by the User on the terms set out in these Regulations does not require the User to pay any fees to the Service Provider.
2. When downloading the Application through the Internet connection, the User will bear the costs of this connection (i.e. data transfer costs) according to the telecommunications service price list applicable to the User, with his/her telecommunications service provider. The Service Provider does not charge any remuneration for downloading the Application by the User.
3. When using the Application, the User is obliged to pay fees for the Internet access (data transfer related to the use of the Application) on the terms specified in the agreement between the User and the provider of telecommunications services. The Service Provider does not charge any remuneration for the use of the Application by the User.
4. Using the Application in an online mode, including viewing all tabs within the Application or using its functionality, is connected with the data transmission costs borne by the User. The User will bear the costs of the Internet connection (data transfer) according to the

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telecommunications service price list applicable to the User with his/her telecommunications service provider.

## § 6

### **COPYRIGHT TO THE APPLICATION AND LICENSE TO USE THE APPLICATION**

1. The Application and its individual elements, including works, trademarks, and other markings contained in the Application have a legal protection under the copyright laws. The Service Provider has the exclusive rights to the Application.
2. The User is entitled to install the Application on any number of mobile devices.
3. The license to use the Application as a computer program is granted to the User by the Service Provider.
4. The license is granted when the User downloads the Application from the App Store or Google Play Store.
5. The license to use the Application is a free, non-exclusive, non-transferable license, without the right to sub-license, limited in time to the period of use of the Application by the User on a mobile device – i.e. until the Application is uninstalled from the mobile device by the User.
6. The license entitles the User to use the Application on the terms specified in these Regulations, in the following fields of use:
  - a) multiplying the content of the Application in the memory of the User's mobile device;
  - b) using the Application in accordance with its intended purpose (including its installation on a mobile device, storing the Application in the memory of the mobile device and displaying the Application on the screen of the mobile device).
7. Translating, adapting, changing the layout or introducing any changes to the Application, including obtaining or changing and modifying the source code of the Application, as well as further distribution of the Application is prohibited.
8. Any works contained in the Application cannot be reproduced, edited, distributed, published, or transferred in any form to other entities, without the prior written consent of the Service Provider, otherwise null and void.
9. The User is obliged to use the Application in accordance with generally applicable law and within the limits specified by the license resulting from the content of these Regulations.

## § 7

### **LIABILITY**

1. **The Service Provider shall not be liable for the content provided and published in the Application - it is purely educational.**
2. **The content presented in the Application constitute only guidelines and suggestions that may be helpful in providing health services. The physician makes the final decision concerning the treatment and he/she is responsible for this decision on the basis of his/her current medical knowledge, ethical rules and a specific clinical situation.**
3. **The Application does not constitute a medical device.**
4. **The Service Provider is not responsible for any damage that results indirectly or directly from the use of the Application.**

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5. **The User uses the Application at his/her risk.**
6. **The Service Provider is not responsible for the inability to provide the Services in whole or in part due to force majeure.**

## **§ 8**

### **CONCLUSION OF THE AGREEMENT WITH THE SERVICE PROVIDER**

1. Conclusion of the Agreement between the Service Provider and the User takes place when the User installs the Application on the User's mobile device and successfully goes through the verification process referred to in §4 of the Regulations.
2. The Agreement concluded by the Service Provider with the User is terminated at the moment of uninstalling the Application from a mobile device by the User.

## **§ 9**

### **COMPLAINTS**

1. The User is entitled to submit complaints regarding the Services provided by the Service Provider.
2. The complaint should be delivered to the Service Provider at the e-mail address: support@commoditech.pl or sent by registered mail to the address of the registered office of the Service Provider.
3. Complaints shall be considered in the order in which they are received by the Service Provider.
4. The Service Provider shall consider the complaint within 14 working days from the date of its receipt.
5. Immediately after considering the complaint the Service Provider shall reply to the complaint.

## **§ 10**

### **PROCESSING OF PERSONAL DATA**

1. The Controller of personal data is COMMODITECH sp. z o.o. with its registered office in Warsaw: ul. Mokotowska 1, XIII piętro, 00-640 Warszawa, NIP (Tax Identification Number): PL7010357859, entered under the National Court Register number KRS 0000436044 into the register of entrepreneurs of the National Court Register kept by the Regional Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register.
2. The Controller of personal data, in connection with the use of the Application by the User, processes the following personal data of the User HCP ID (Medical license number or equivalent), name, surname, ZIP code, e-mail address ("Personal Data").
3. Personal data is processed in order to authorize and grant access to the functionality of the Application.
4. The processing of personal data takes place:
  - a) on the basis of the consent given by the User while registering to the Application (article 6 (1) (a) of the GDPR);
  - b) pursuant to art. 6 (1) (b) of the GDPR, i.e. processing is necessary for the performance of an agreement / service to which the data subject is party, or in order to take steps at the request of the data subject, prior to entering into an agreement / service (access to the Application).

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5. Personal data is collected and processed for purposes related to the implementation of the Agreement and related to the creation of an account and access to the Application. The User is informed about the type of data being collected through specific forms used for entering data. It is possible to delete the account from the Application at any time. After the implementation of the Agreement or deletion of the Application, the personal data of the User is blocked due to the storage periods resulting from legal provisions, and after these deadlines personal data shall be deleted if the User does not expressly consent to the further use of his/her data or it is required by regulations of law.
6. Personal data may be made available, to the extent permitted by the applicable law, to trusted third parties that the Controller has authorized or entrusted with the processing of personal data, for purposes related to the provision of Services by the Controller, including the hosting service provider OVH sp. z o.o. with its registered office: Wrocław 54-402, 5 ul. Szkocka 5 lok.1, Republic of Poland - to the extent necessary to achieve the goals indicated in these Regulations. Personal data may also be transferred to competent state authorities.
7. In addition, if you use the Application, the Controller collects only such data that allows to analyse the traffic in the Application ("analytics"). It is data such as: (i) the number of visits to the Application, (ii) the date and access time, (iii) visited areas/sections of application, (iv) operating system. The data is processed in accordance with art. 6 (1) (f) of the GDPR, taking into account the Controller's interest in order to improve the quality, stability and functionality of the Application. This data is not transferred or used in any other way.
8. Personal data is stored for no longer than it is necessary for the proper provision of the Services by the Controller and for the period of limitation of any claims that the Controller is entitled to for the provision of Services.
9. The User has the right to access his/her personal data and the right to rectify, delete, limit processing, the right to transfer data and the right to object.
10. Data protection rights provide the User with numerous rights against the Controller as indicated below:
  - a) The right of access by the data subject pursuant to art. 15 of the GDPR;
  - b) The right to rectification data pursuant to art. 16 of the GDPR;
  - c) The right to erasure data pursuant to art. 17 of the GDPR;
  - d) The right to restriction of processing pursuant to art. 18 of the GDPR;
  - e) Notification obligation regarding rectification or erasure of personal data or restriction of processing pursuant to art. 19 of the GDPR;
  - f) The right to data portability pursuant to art. 20 of the GDPR;
  - g) The right to withdraw his/her consent pursuant to art. 7 (3) of the GDPR;
  - h) The right to lodge a complaint with a supervisory authority pursuant to art. 77 of the GDPR.
11. Personal data shall not be transferred outside the EEA.
12. The User has the right to lodge a complaint with the competent supervisory authority (Personal Data Protection Office), if he/she considers that the processing of Personal Data violates the provisions of the GDPR;
13. Providing personal data by the User is voluntary, but failure to provide the data shall prevent the Controller from providing the Services offered.
14. A contact with the Controller is possible through the following e-mail: [suport@commoditech.pl](mailto:suport@commoditech.pl)

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**FINAL PROVISIONS**

1. The Regulations enter into force as of August 1<sup>st</sup> 2022
2. The Service Provider is entitled to change the provisions of the Regulations in whole or in part, at any time, without the need to justify the changes.
3. In case of a change to the Regulations, its delivery to the User shall take place by placing the Regulations in the Application and notifying the Users about this fact by the Service Provider.
8. In matters not stipulated in the Regulations, the relevant provisions of Polish law shall apply, in particular the provisions of: the Act of 29<sup>th</sup> August 1997 on the protection of personal data, the Act of 18<sup>th</sup> July 2002 on the provision of electronic services, the Act of 4<sup>th</sup> February 1994 on copyright and related rights, the Act of 23<sup>rd</sup> April 1964 – the Civil Code and the Act of 30 June on industrial property law.