

WEBSITE REGULATIONS MEDICAL PRACTISE CENTER (MPC)

Definitions, preliminary provisions.

1. Definitions:
 - 1) Regulations — these regulations;
 - 2) MPC — Medical Practise Center;
 - 3) TZMO S.A. — Toruńskie Zakłady Materiałów Opatrunkowych Spółka Akcyjna with its registered office in Toruń, 87-100 Toruń, ul. Żółkiewskiego 20/26, registered with the District Court in Toruń, VII Division (Commercial) of the National Court Register, under KRS number 0000011286, NIP [Tax ID No] 879-016-67-90, REGON [National Business Registry No] 870514656, BDO [Packaging Waste Database No] 000013635, share capital: PLN 2,640,000, including paid up capital: PLN 2,640,000;
 - 4) TZMO Group — TZMO S.A. and companies in which TZMO S.A. is a partner or shareholder, as well as the “Razem Zmieniamy Świat” Foundation based in Toruń;
 - 5) Event — a medical educational or scientific event organized by TZMO S.A. or another entity belonging to the TZMO Group, in a offline or online format, dedicated to doctors, including in particular training and practical medical workshops;
 - 6) TZMO Products — medical devices and other products manufactured by TZMO S.A. or another entity belonging to the TZMO Group; TZMO Products are not medicinal products;
 - 7) User — a natural person who has gained access to the MPC in accordance with the Regulations.
2. The MPC is an internet service created and operated by TZMO S.A., dedicated to doctors with the aim of disseminating current medical knowledge among individuals practising these professions, with a particular emphasis on the application of TZMO Products.
3. The MPC provides the User with:
 - 1) the ability to familiarize oneself with medical educational, scientific, and informational materials published on the MPC, especially to watch medical-themed videos, including video reports from past Events (training sessions, practical medical workshops, and others), as well as to view and/or download medical scientific publications;
 - 2) the ability to obtain detailed information about planned Events and sign up for Events;
 - 3) the possibility of receiving commercial information and marketing materials from TZMO S.A. regarding TZMO Events and Products.
4. Detailed rules for the User’s participation in an Event, including participation fees (if applicable), will be specified in separate regulations of a given Event.
5. The MPC is not an online store. Any information about Events or TZMO Products contained on the MPC is of educational, scientific, or informational nature and does not constitute an offer as defined in the provisions of the [Polish] Civil Code.
6. TZMO S.A. may, at its discretion, change the MPC, in particular by adding or removing selected content and functionalities.

Accessing the MPC.

7. Any person who has the right to practice as a doctor who expresses the desire to gain access to the MPC by creating an MPC account can be a User (i.e. gain access to the MPC). An MPC account is created by correctly and completely filling out the account creation form available at <https://mpc.tzmo-global.com/en>, which includes in particular: acceptance of the Regulations, consent to the processing of the User’s personal data, and consent to receiving commercial information and marketing materials.
8. Creating an MPC account requires providing a login (which is the email address provided by the User) and a password. The User’s use of the MPC requires logging in by entering the login and the current password. The User may change the password by correctly and completely filling out the password change form at <https://mpc.tzmo-global.com/en>
9. The User should use their login and current password, and protect the confidentiality of the login and password. The User bears the consequences of disclosing their login and password to third parties.

10. Using the MPC requires the User to meet the following technical requirements: having a computer with Internet access and the current version of one of the web browsers installed: Mozilla Firefox or Google Chrome.

Rules for using the MPC

11. The User's use of the MPC is voluntary.
12. The User's use of the MPC is free of charge. (However, the User's participation in an Event may be subject to a fee if the regulations of a given Event, referred to in point 4, so provide).
13. The User is not obliged to actively use the MPC. The User may close their MPC account at any time by sending an email to mpc.en@tzmo-global.com explicitly stating their desire to close the MPC account.
14. If the User does not use the MPC for a period of at least 6 months, TZMO S.A. may close the User's account.
15. Closing a User's MPC account is tantamount to the loss of access to MPC by that User.
16. The User may use the MPC only in accordance with applicable law and the principles of social coexistence. It is prohibited to use the MPC to share any content that is offensive, vulgar, racist, pornographic, or otherwise contrary to the law or the principles of social coexistence.
17. By creating an MPC account, the User consents to receiving (via email to the address provided by the User in the MPC account creation form or by phone to the number provided by the User in the MPC account creation form) commercial information and marketing materials related to Events or TZMO Products.

Responsibility.

18. TZMO S.A. is not responsible for technical issues or limitations of the computer equipment, end device, or the information and communication system and infrastructure used by the User which prevent or hinder the correct use of the MPC.
19. TZMO S.A. is not responsible for:
 - 1) the consequences of the User using the MPC in a manner inconsistent with applicable law, the principles of social coexistence, or the Regulations;
 - 2) data transfer speed and related limitations resulting from technical, technological, and infrastructural circumstances arising for reasons not attributable to TZMO S.A.;
 - 3) the unavailability of the <https://mpc.tzmo-global.com/en> website for reasons not attributable to TZMO S.A.
20. The content of the MPC, especially trademarks, logos, photographs, and other work, is protected by the provisions of the [Polish] Act of 4 February 1994 or Copyright and Related Rights (consolidated text Dz. U. of 2022, item 2509 as amended) and/or the [Polish] Act of 30 June 2000 Industrial Property Law (consolidated text Dz. U. of 2023, item 1170), and may be used by the User only as available on MPC.
21. If the User breaches any provision of the Regulations or uses the MPC in violation of the law or principles of social coexistence, TZMO S.A. may temporarily or permanently block this User's MPC account, thus blocking the User's ability to use the MPC.

Personal data.

22. TZMO S.A. processes the Users' personal data provided by the Users and therefore informs:
 - 1) Personal data are processed in accordance with applicable law, in particular 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 (General Data Protection Regulation) (hereinafter: GDPR).
 - 2) The administrator of personal data is TZMO S.A. (Toruńskie Zakłady Materiałów Opatrunkowych S.A., ul. Żółkiewskiego 20/26, 87-100 Toruń.).
 - 3) The legal basis for the processing of these personal data is Article 6(1)(a) GDPR: the data subject has given consent to the processing of his or her personal data for one or more specific purposes.
 - 4) Personal data are processed to enable the Participant to use the MPC; including the Participant receiving from TZMO S.A. (via email to the address provided by the User in the MPC account creation form or by phone to the number provided by the User in the MPC

account creation form) commercial information and marketing materials related to Events or TZMO Products.

- 5) The recipients of personal data are TZMO S.A.'s employees and other trusted entities cooperating with TZMO S.A. — to the extent necessary to achieve the above-mentioned processing purposes (in particular A100 Przedsiębiorstwa Informatyczne sp. z o. o. based in Toruń, a company belonging to the TZMO Group, providing IT support for the MPC); personal data may also be disclosed to public authorities and other entities authorized under the law, at their request.
- 6) The personal data will not be transferred to any third countries or international organizations.
- 7) The personal data will be stored until the above objectives of processing have been achieved.
- 8) The User has the right to request access to their personal data from TZMO S.A. and, in the cases specified in GDPR, to data rectification, portability, erasure, and restriction of processing.
- 9) The User has the right to withdraw their consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal; consent may be withdrawn by, for example, sending a consent withdrawal statement to the email address mpc.en@tzmo-global.com.
- 10) The User has the right to lodge a complaint with the President of the Personal Data Protection Office if they believe that the processing of their personal data violates the provisions of GDPR.
- 11) Providing personal data is not a statutory or contractual requirement and is voluntary; however, failure to provide the data makes it impossible to achieve the above-mentioned information processing purposes, i.e. prevents the User from using the MPC.
- 12) In connection with the processing of personal data, no automated decision-making, including profiling, is taking place.
- 13) In matters relating to the processing of personal data and the exercise of rights related to the processing of personal data, Participants may contact the data protection officer: Toruńskie Zakłady Materiałów Opatrunkowych S.A., ul. Żółkiewskiego 20/26, 87-100 Toruń; email: iod@tzmo.com.pl.

Complaints and reservations.

23. In the event of a malfunction of the MPC, the User may submit their complaints or reservations to TZMO S.A. in an email sent to mpc.en@tzmo-global.com or in writing by sending a letter to Toruńskie Zakłady Materiałów Opatrunkowych S.A., 87-100 Toruń, ul. Żółkiewskiego 20/26, adding a note "MPC". TZMO S.A. will respond (via email or in writing to the address provided by the User in their complaint/reservation) to the complaints and reservations submitted as above within 30 days from the receipt thereof.

Final provisions.

24. TZMO S.A. may change the provisions of the Regulations by informing about it at <https://mpc.tzmo-global.com/en> at least two weeks in advance.
25. TZMO S.A. may suspend or terminate the operation of the MPC, in whole or in part, by informing about it at <https://mpc.tzmo-global.com/en> at least two weeks in advance.
26. If, as a result of a legal change, there is suspicion that the continued operation of the MPC under the current rules would violate applicable law, TZMO S.A. may modify the provisions of the Regulations or terminate the operation of the MPC immediately, informing about it at <https://mpc.tzmo-global.com/en>