

BEAUTY GIFT CARD PURCHASING TERMS AND CONDITIONS FOR RETAIL CUSTOMERS

GLOSSARY:

Seller shall mean entities that are part of the franchise network of Dr Irena Eris Skin Care Institutes and Kosmetyczny Instytut Dr Irena Eris with its registered office in Warsaw at ul. Puławska 107a, 02-595 Warsaw, REGON no. 015760736, tax ID no. NIP 521-329-59-21, registered in the register of entrepreneurs maintained by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under number KRS 211150, with a share capital of PLN 10,050,000.00, email address: Instytuty.Biuro@DrIrenaEris.com, or the Dr Irena Eris Beauty Partner Salon (specified in Appendix No. 1) that has issued the Beauty Gift Card;

Beauty Gift Card shall mean a bearer gift card with an assigned serial number and a pre-defined value which can be redeemed by the Customer at one of the Skin Care Institutes;

Customer shall mean the person receiving the Beauty Gift Card from the Seller in exchange for payment of a predefined amount, and considered to be a consumer under the Polish Civil Code having unlimited capacity to perform acts in law;

Personal Data Controller shall mean a Customer who determines the purposes and means of processing of their personal data as the data subject;

Personal Data Processor shall mean the Seller as the entity processing the Customer's personal data on behalf of the Controller;

Sub-Processor shall mean a courier company, as the entity processing the Customer's personal data, to which the Processor entrusts the Customer's personal data to have it deliver the Beauty Gift Card ordered by the Customer;

The Seller and the Customer shall be jointly referred to as the Parties.

This document constitutes the terms and conditions governing the use of the online store at www.Instytuty.DrIrenaEris.com.

The store is operated by Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o., with its registered office in Warsaw.

These Terms and Conditions lay down the rules of online sale of Beauty Gift Cards, and are binding upon the Seller and all Customers using the online store, who are required to read these Terms and Conditions. Matters not regulated herein shall be governed by the Rules of Beauty Gift Card Program for Retail Customers available at www.Instytuty.DrIrenaEris.com.

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The sale of Beauty Gift Cards will be made online in the form of a distance contract between the Customer and the Seller.

Purchasing Beauty Gift Cards which specify the full name of a third party for whom they are purchased, but who is not the Customer, is not possible due to the fact that the Seller has not obtained consent of the third party for the processing of their personal data. The above results from the changes introduced by the provisions specified in detail in 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), referred to as GDPR.

Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.,

hereinafter referred to as the Seller, has the exclusive right to operate the above-referenced store.

The Beauty Gift Cards offered at www.Instytuty.DrIrenaEris.com are brand new, free from physical and legal defects, and are lawfully marketed in Poland.

Seller's details:

Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.

ul. Puławska 107A, PL 02-595 Warsaw

Tax ID No. (NIP): 521-329-59-21

Business Statistical No. (Regon): 015760736

National Court Register No. (KRS): 211150

Bank account: BRE Bank: 14114019770000592685001007

Contact: Instytuty.Biuro@DrIrenaEris.com, phone: 22 541 71 30

I. ACCEPTING ORDERS

- 1) The sale of the Beauty Gift Cards is operated by the online store via the Internet.
- 2) To place an order, the Customer is advised to use the latest version of his/her Internet browser. The browser should have JavaScript and cookies enabled.
- 3) If the order is accepted by the Seller, it is considered that the Customer and the Seller have concluded a Contract.
- 4) Each Beauty Gift Card is valid for a period of four months from the date the order is dispatched.
- 5) The processing of orders placed on business days after 5 p.m. and on Saturdays, Sundays and holidays will begin on the next business day.
- 6) By placing an order in the online store, the Customer agrees to be bound by these Terms and Conditions.
- 7) Once the order is placed, the processing will begin. The Customer may choose to pay via PayU or by cash or card if collecting the Beauty Gift Card from the Seller's premises.
- 8) Product information provided in the online store at www.Instytuty.DrIrenaEris.com does not constitute an offer within the meaning of the Civil Code but an invitation to contract.
- 9) By filling in the order form, the Customer makes an offer to purchase the selected Beauty Gift Card. The Customer must provide the following data in the form:

Full name

Email address

Address:

Telephone No.:

Corporate customers are also required to provide the company name, address and the tax identification number (NIP).

- 10) By placing an order, the Customer agrees to pay the amount specified in the order of the Beauty Gift Card.
- 11) Once the payment is made, any changes to the order must be agreed by telephone: 22 541 71 30 or via email to: Instytut.Biuro@DrIrenaEris.com
- 12) Any communications to the Customer will be sent via email: Instytut.Biuro@DrIrenaEris.com or by telephone: 22 541 71 30.

II. COMPLAINTS PROCEDURE; REPORTING DEFECTS IN ITEMS SOLD

- 1) Matters relating to non-conformance of the purchased Beauty Gift Card with the contract are regulated by the Act of 30 May 2014 on Consumer Rights and the Civil Code. In case of complaint, please contact the Seller via email to: Instytut.Biuro@DrIrenaEris.com
- 2) To report non-conformance of the Beauty Gift Card with the contract, the Customer must provide his/her name, order number or billing number (Sale Note), describe the cause of non-conformance, and specify the demanded remedy, as stipulated in Article 560 of the Civil Code, i.e. price reduction, rescission of the contract, exchange of the defective item for an item free of defects or removal of the defect. The Seller shall respond to the Consumer's demands within 14 days. Any non-conformant Beauty Gift Card should be returned to:

Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.

ul. Puławska 107A, PL 02-595 Warsaw

III. WITHDRAWAL FROM CONTRACT

- 1) As provided for in the Act of 30 May 2014 on Consumer Rights, any Consumer who has entered into a distance contract may withdraw from the contract within 14 days (from the date of delivery of the item) without giving any reason and without any cost. To withdraw from the contract within the withdrawal period, the Customer must send a written declaration prior to the expiry of the withdrawal period via email to: Instytut.Biuro@DrIrenaEris.com or by post to: ul. Puławska 107A 02-595 Warszawa
- 2) In the event of withdrawal from the contract, the contract shall be considered not concluded, and the Customer shall be released from any obligations arising thereunder. Whatever the parties have furnished shall be returned unchanged, save when a change was necessary in the ordinary course of business. Return of mutual considerations by both parties must be made promptly but no later than within 14 days. The Beauty Gift Card should be returned to the following address: ul. Puławska 107A 02-595 Warsaw. The Seller shall refund the amount paid for the products returned (the total amount of products + the shipping cost from the Store to the Consumer) within 14 calendar days.
- 3) As stipulated in Article 38 of the Act on Consumer Rights, the Customer is not entitled to withdraw from the following contracts:
 - 3.3) service contracts after the service has been fully performed if the performance has begun with the consumer's prior express consent, and the consumer has been informed beforehand that he/she will lose his/her right of withdrawal once the contract has been fully performed by the trader;
 - 3.4) contracts where the price or remuneration is dependent on fluctuations in the financial market which are beyond the trader's control and which may occur within the withdrawal period;

- 3.5) contracts for the supply of items custom-made to the consumer's specifications or intended to meet the consumer's individual needs;
- 3.6) contracts for the supply of perishable products or products with a short shelf-life;
- 3.7) contracts for the supply of sealed items which are not suitable for return after opening due to health or hygiene reasons if unsealed after delivery;
- 3.8) contracts for the supply of items which by nature are inseparably combined with other items after delivery;
- 3.9) contracts for the supply of alcoholic beverages where the price was agreed when the contract of sale was concluded, and where the beverages may only be supplied after 30 days, and where their value is dependent on fluctuations in the market which are beyond the trader's control;
- 3.10) contracts where the consumer has specifically requested a visit from the trader to carry out an urgent repair or maintenance; in situations where the trader provides other services in addition to those requested by the consumer or supplies items other than spare parts necessary to carry out the repair or maintenance, the consumer has the right to withdraw from the contract with respect to the additional services or items;
- 3.11) contracts for audio or visual recordings or software delivered in sealed packaging if the packaging has been unsealed after delivery;
- 3.12) contracts for the supply of newspapers, periodicals and magazines, excluding subscriptions;
- 3.13) contracts concluded at a public auction;
- 3.14) contracts for the provision of accommodation other than for residential purposes, transport of goods, car rental services, catering or services related to leisure activities, entertainment, sports or cultural events, if the contract provides for a specific date or period of performance;
- 3.15) contracts for the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent within the withdrawal period and the consumer has been informed beforehand that he/she thereby loses his/her right of withdrawal.

IV. PRICES

- 1) All prices are expressed in Polish zlotys.
- 2) The price shown for each Beauty Gift Card is binding at the time the order is placed by the Customer.
- 3) The Seller reserves the right to change the prices of the Beauty Gift Cards offered. Price changes do not apply to Beauty Gift Cards that have been already ordered by the Customer.
- 4) The Seller shall provide information on the offering at www.Instytut.DrIrenaEris.com, and offer the Beauty Gift Cards available from the Store via Internet.
- 5) The prices shown on the website for the products offered include VAT, and are expressed in Polish zlotys; the price does not include the delivery costs (if any). The delivery costs are listed under "Delivery costs".
- 6) The price of the Beauty Gift Card shown on the website at the time the order is placed by the Customer is considered binding and final.
- 7) Details on the total value of the order including shipping costs are displayed after the Customer has selected the delivery option and the payment method in the last step of checkout.
- 8) The minimum value of a Beauty Gift Card is PLN 50.00. All transactions are confirmed with a sale note in Polish zlotys. The delivery cost (if any) is shown on the invoice.

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- 9) The Seller may launch a promotional offer enabling customers to purchase the Beauty Gift Cards at a reduced price. Promotional offers cannot be combined with other offers, unless otherwise stated in the promotion rules.

V. PAYMENT

- 1) Payment for the Beauty Gift Cards purchased at the online store can be made using the online payment option at PayU or by cash or card if the Beauty Gift Card is collected from the Seller's premises. The payment date shall be the day of crediting the Seller's account.
- 2) A sale note will be provided as a confirmation of the Beauty Gift Card purchase. Also, a VAT invoice at the applicable VAT rate will be sent for the courier service.
- 3) The note and the invoice will be sent/handed to the Customer, jointly with the Beauty Gift Card.
- 4) The Seller shall deliver the goods ordered using a courier company.
- 5) The cost of delivery to destinations in Poland depends on the payment method and the delivery option selected, and ranges from PLN 0 to 24.99. Orders are delivered within Poland only.

VI. ORDER PROCESSING

- 1) Orders are processed within up to 7 business days after placing the order.
- 2) The Seller shall be liable for failure to process orders in a timely manner due to causes attributable to the Seller.
- 3) The Seller shall not be liable for failure to process orders in a timely manner due to a force majeure event. If circumstances occur which prevent the order from being processed in a timely manner, the Seller shall promptly inform the Customer, and provide an estimated date on which the order will be processed. In such an event, the Customer may cancel the order in writing or by telephone.
- 4) Beauty Gift Cards may be collected personally from the Seller's premises on business days from Monday to Friday from 09h00 am to 05h00 pm at the following address: Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o., ul. Puławska 107A, Warsaw, or may be sent to the Customer by courier (for a fee of PLN 24.99) within Poland only.
- 5) An order is considered successfully processed upon completion of all processing stages, including initiation of order processing by the Store, handing over the consignment to the courier, and its delivery to the Customer.
- 6) The Store must deliver the Beauty Gift Card to the Customer free from any defects.
- 7) After concluding the contract, the Store shall deliver the Beauty Gift Card to the Customer, jointly with a document on a durable medium serving as a confirmation of the contract made.

VII. DAMAGED CONSIGNMENTS

- 1) The Seller shall not be liable for any physical defect of the product occurring after the product has been handed over to a professional courier, unless the product's physical defect resulted from of a pre-existing cause affecting the product.
- 2) Before acknowledging receipt of the consignment, the Customer must check if the packaging has not been damaged during transport.

VIII. PERSONAL DATA

- 1) As the Personal Data Controller, the Customer provides their personal data to the Seller for the purposes of performing the contract of sale on the basis of legitimate interest. As a result, the Seller processes the Customer's personal data and, therefore, becomes the Processor.
- 2) In order to deliver the Beauty Gift Cards ordered by the Customer, the Seller provides the Customer's personal data to a courier company, which becomes the Sub-Processor of the personal data.
- 3) Providing personal data by the Customer is entirely voluntary and is a condition for service performance. Failure to provide personal data shall make it impossible to perform the services.
- 4) Data will be processed by the Parties for the purpose of sale of Beauty Gift Cards, for marketing purposes, as well as for the purpose of establishing and exercising legal claims (if any), hereinafter referred to as "the legitimate interest of the Parties".
- 5) Data will be stored until the contract is performed/terminated, the Customer withdraws consent for personal data processing and until legal claims (if any) become time-barred, i.e.: 10 years from the date on which the contract has been performed/terminated or the Customer has withdrawn consent for personal data processing, unless the EU or national laws require personal data to be stored for a longer period.
- 6) In the event of withdrawal from the contract, data shall be stored until the mutual considerations are returned, no later than 14 days after the withdrawal.
- 7) The Customer has the right to request access to, rectification, erasure, restriction of processing of their personal data and to data portability.
- 8) The Customer has the right to object to the processing of their personal data based on the legitimate interest of the Parties, as detailed in para. VIII section 4, the right to lodge a complaint with a supervisory body and to withdraw your consent at any time without affecting the lawfulness of the processing operations that were performed based on the consent before its withdrawal.
- 9) The Customer has also the right to object to the processing of their personal data for marketing purposes.
- 10) As the Customer has consented to the processing of their personal data, the Personal Data Officer may be contacted directly in all matters related to the processing of personal data via email address: iod@drirenaeris.com.

IX. FINAL PROVISIONS

- 1) These Terms and Conditions are available from the Seller's premises, as well as online at: www.Instytut.DrIrenaEris.com.
- 2) Customers may access the Terms and Conditions any time.
- 3) The Seller reserves the right to amend these Terms and Conditions due to good cause, including in particular:
 - 3.3) amendment of legal regulations on consumer law and e-commerce;
 - 3.4) change of the payment methods;
 - 3.5) change of the delivery options;
 - 3.6) change of the legal form of business.
- 4) Amendments to the Terms and Conditions shall not apply to orders which have been already placed and processed. All accepted orders shall be governed by the Terms and Conditions effective at the time the order was placed.
- 5) These Terms and Conditions were published on 25 May 2018.

Appendix No. 1

List of Institutes/Salons

No.	Name	Address/street	Phone number	Email address	Entity
1	Kosmetyczny Instytut Dr Irena Eris	ul. Kościuszki 16B; 97-400 Bełchatów	(44) 632-80-87	belchatow@instytut.iris.pl	Firma Handlowa VEGA S.C.; Tax ID No. (NIP): 7690501633; 97-400 Bełchatów ul. Kościuszki 16B
2	Dr Irena Eris Beauty Partner Hotel Royal Białystok	Rynek Kościuszki 11, 15-001 Białystok	(85) 831-18-01	bialystok@instytut.iris.pl	MEP-POL Sp. z o.o. S.K.A.; NIP: 5423234624; 15-001 Białystok ul. Plac Rynek Kościuszki 11
3	Kosmetyczny Instytut Dr Irena Eris	ul. Kopernika 7A, 85-074 Bydgoszcz	(52) 376-30-86	bydgoszcz@instytut.iris.pl	Bio Medical Estetique Institute; Tax ID No. (NIP): 8791741687; 87-100 Toruń ul. Bluszczowa 32
4	Kosmetyczny Instytut Dr Irena Eris Centrum Handlowe FORUM	ul. Lipowa 1, 44-102 Gliwice	690 90 90 55	gliwice@instytut.iris.pl	WIN Waldemar Nowicki; Tax ID No. (NIP): 9690845747; 44-105 Gliwice ul. Wiązowa 16 lok.1
5	Dr Irena Eris Beauty Partner Hotel Zamek Biskupi	ul. Zamkowa 1; 21-505 Janów Podlaski	(88) 379-08-57	spa@zamekjanowpodlaski.pl	ARCHE Sp. z o.o.; Tax ID No. (NIP): 8211639335; 02-801 Warszawa ul. Puławska 361
6	Kosmetyczny Instytut Dr Irena Eris	ul. Paderewskiego 34/6; 25-502 Kielce	(41) 345-28-20	kielce@instytut.iris.pl	Hotel SENATOR S.C. Prokop i S-KA; Tax ID No. (NIP): 6642033116; 27-200 Starachowice ul. T.Krywki 18
7	Kosmetyczny Instytut Dr Irena Eris CH Stara Papiernia	Al. Wojska Polskiego 3; 05-510 Konstancin- Jeziorna	(22) 702-86-68	konstancin.zamowienia@instytut.iris.pl	Symbolique Marzena Bogucka Jolanta Polak; NIP: 9512338511; 02-797 Warszawa ul. F.Klimczaka 1
8	Kosmetyczny Instytut Dr Irena Eris	ul. Wrocławska 43A/57; 30-011 Kraków	(12) 633-57-95	krakow@instytut.iris.pl	For Beauty Sp. z o.o.; NIP: 6642135638; 27-200 Starachowice ul. Bankowa 7
9	Kosmetyczny Instytut Dr Irena Eris Hotel SPA Dr Irena Eris Krynica Zdrój	ul. Czarny Potok 30; 33-380 Krynica Zdrój	(18) 472-35-00	krynica@instytut.iris.pl	Hotel SPA Dr Irena Eris Krynica Zdrój Sp. z o.o.; Tax ID No. (NIP): 7342731911; 33-380 Krynica Zdrój ul. Czarny Potok 30
10	Kosmetyczny Instytut Dr Irena Eris Hotel SPA Dr Irena Eris Wzgórze Dylewskie	Wysoka Wieś 22; 14-100 Ostróda	(89) 647-11-11	wzgorza.dylewskie@instytut.iris.pl	Hotel SPA Dr Irena Eris Wzgórze Dylewskie Sp. z o.o.; Tax ID No. (NIP): 7411949873; 14-100 Ostróda; Wysoka Wieś 22
11	Kosmetyczny Instytut Dr Irena Eris Hotel SPA Dr Irena Eris Polanica Zdrój	ul. Dębowa 19b; 57-320 Polanica Zdrój	(74) 662-42-00	polanica@instytut.iris.pl	Hotel SPA Dr Irena Eris Polanica Zdrój Sp. z o.o.; Tax ID No. (NIP): 5213644652; 57-320 Polanica Zdrój, ul. Dębowa 19B
12	Kosmetyczny Instytut Dr Irena Eris	ul. Wiejska 4; 44-200 Rybnik	(32) 422-23-21	rybnik@instytut.iris.pl	Medderma Hadas i Wspólnicy S.C.; Tax ID No. (NIP): 243431967; 44-200 Rybnik ul. Wiejska 4
13	Kosmetyczny Instytut Dr Irena Eris	ul. Grunwaldzka 12-16; 81-759 Sopot	(58) 55-000-66	sopot@instytut.iris.pl	Instytut Spa Sp. z o.o.; Tax ID No. (NIP): 9581488685; 81-759 Sopot ul. Grunwaldzka 12-16
14	Kosmetyczny Instytut Dr Irena Eris	ul. Felczaka 20; 71-417 Szczecin	(91) 421-00-04	szczecin@instytut.iris.pl	MK-PARTNER M.Sienkiewicz, K.Wilk; Tax ID No. (NIP): 8522152523; 70-260 Szczecin ul. Jagiello 9
15	Dr Irena Eris Beauty Partner Hotel META	ul. Skośna 4; 43-370 Szczyrk	795 531 631	szczyrk@instytut.iris.pl	META INTERNATIONAL Sp. z o.o.; Tax ID No. (NIP): 9372513686; 43-370 Szczyrk ul. Sośna 4
16	Kosmetyczny Instytut Dr Irena Eris	ul. Szosa Chełmińska 166; 87-100 Toruń	(56) 655-24-99	torun@instytut.iris.pl	Office 2012 Sp. z o.o.; Tax ID No. (NIP): 8992737072; 53-031 Wrocław ul. Partynicka 34D lok.17
17	Kosmetyczny Instytut Dr Irena Eris	ul. Freta 41/43; 00-227 Warszawa	(22) 635-83-80	warszawa.freta@instytut.iris.pl	ALFA INVEST Sp. z o.o., NIP: 5261035939; 00-227 Warszawa ul. Freta 41/43
18	Kosmetyczny Instytut Dr Irena Eris	ul. Grójecka 68; 02-339 Warszawa	(22) 668-48-81	warszawa.grojecka@instytut.iris.pl	Farm-Net s.c. Jacek meszka, Anna Meszka; Tax ID No. (NIP): 8381763436; 96-320 Mszczonów ul. Północna 8a
19	Kosmetyczny Instytut Dr Irena Eris	ul. Jana Pawła II 20; 00-133 Warszawa	(22) 586-91-00	warszawa.ip@instytut.iris.pl	Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.; Tax ID No. (NIP): 5123295921; 02-595 Warszawa, ul. Puławska 107a
20	Kosmetyczny Instytut Dr Irena Eris	ul. Franciszka Klimczaka 1; 02-797 Warszawa	(22) 651-82-93	warszawa.wilanow@instytut.iris.pl	Symbolique Marzena Bogucka Jolanta Polak; Tax ID No. (NIP): 9512338511; 02-797 Warszawa ul. F.Klimczaka 1
21	Kosmetyczny Instytut Dr Irena Eris Centrum Handlowe Atrium Promenada	ul. Ostrobramska 75C; 04-175 Warszawa	(22) 611-38-48	warszawa.promenada@instytut.iris.pl	Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.; Tax ID No. (NIP): 5123295921; 02-595 Warszawa, ul. Puławska 107a
22	Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.	ul. Puławska 107A; 02-595 Warszawa	(22) 541-71-00	instytutybiuro@dririenaeris.com	Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.; Tax ID No. (NIP): 5123295921; 02-595 Warszawa, ul. Puławska 107a
23	Kosmetyczny Instytut Dr Irena Eris	ul. Puławska 136; 02-707 Warszawa	(22) 844-19-69	warszawa.pulawska@instytut.iris.pl	ALFA INVEST Sp. z o.o.; Tax ID No. (NIP): 5261035939; 00-227 Warszawa ul. Freta 41/43

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24	Kosmetyczny Instytut Dr Irena Eris	ul. Krawiecka 3; 50-148 Wrocław	(71) 302-69-60	wroclaw@instytut.eris.pl	Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.; Tax ID No. (NIP): 5123295921; 02-595 Warszawa, ul. Puławska 107a
25	Dr Irena Eris Beauty Partner Hotel ARIES	ul. M. Zaruskiego 5; 34-500 Zakopane	(18) 544-44-55	spa@hotelaries.pl	PLATAN HOTELS & RESORTS Sp. z o.o.; Tax ID No. (NIP): 9512354237; 02-822 Warszawa ul. Poleczki 23