

**TERMS OF USE OF THE WEB PORTAL WWW.INSTYTUTY.DRIRENAERIS.COM, INCLUDING SERVICES
PROVIDED BY ELECTRONIC MEANS**

Under Article 8(1) of the Act of 18 July 2002 on the Provision of Services by Electronic Means (Journal of Laws of 2013, item 1422), the company Kosmetyczne Instytuty Dr Irena Eris sp. z o.o. with its registered office in Warsaw at ul. Puławska 107a, 02-595 Warszawa, hereinafter referred to as Kosmetyczne Instytuty Dr Irena Eris, hereby publishes the Terms of Use of the web portal www.instytuty.drirenaeris.com, including services provided by electronic means:

I. Definitions.

Terms used in these Terms of Use shall be given the following meaning:

1. **Website** - an organized IT and information platform connected to the Internet, developed by **Kosmetyczne Instytuty Dr Irena Eris**, enabling Users to use IT mechanisms and information prepared, among others, for marketing purposes, developed by **Kosmetyczne Instytuty Dr Irena Eris** or other entities of the Dr Irena Eris Group, as well as other global Internet resources, and to carry out trading operations via the Internet, also referred to as the website www.intytuty.drirenaeris.com.
2. **Terms of Use** - this document specifying rules and technical conditions of the provision of services by electronic means, simultaneously constituting the legal basis for using the Website.
3. **Kosmetyczne Instytuty Dr Irena Eris** - the company Kosmetyczne Instytuty Dr Irena Eris sp. z o.o. with its registered office in Warsaw, at Puławska 107a, 02-595 Warszawa, registered in the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, under number KRS 0000211150, with the share capital of PLN 10,050,000.00, NIP (Tax Identification Number) 521-329-59-21, REGON: 015760736.
4. **Dr Irena Eris Group** - the group which includes the following entities: Laboratorium Kosmetyczne Dr Irena ERIS Sp. z o.o. with its registered office in Piaseczno, Dr Irena ERIS S.A. with its registered office in Piaseczno, Hotele SPA Dr Irena ERIS Sp. z. o. o. with its registered office in Warsaw, Hotel SPA Dr Irena ERIS Wzgórza Dylewskie Sp. z o.o. with its registered office in Wysoka Wieś, Hotel SPA Dr Irena ERIS Krynica Zdrój Sp. z o.o. with its registered office in Krynica Zdrój, Hotel SPA Dr Irena ERIS Polanica Zdrój Sp. z o.o. with its registered office in Warsaw, and Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o. with its registered office in Warsaw.
5. **User** - an entity using the Website in any manner.
6. **Personal Data** - any information relating to an identified or identifiable natural person pursuant to the definition included in Article 6(1) of the Act of 29 August 1997 on Protection of Personal Data (consolidated text: Journal of Laws of 2014, No. 1182).
7. **Electronic services** - services provided by electronic means by Kosmetyczne Instytuty Dr Irena Eris or other entities of the Dr Irena Eris Group.
8. **Information services** - information provided at the User's individual request (by displaying a page of a specific URL address) concerning marketing campaigns and promotions, competitions, loyalty programs,

events and news, as well as products, services and treatments available at Kosmetyczne Instytuty Dr Irena Eris.

9. **Cookies** - information recorded on the User's computer by the server of Kosmetyczne Instytuty Dr Irena Eris, which may be read each time the computer connects to the Website. Cookies are used by Kosmetyczne Instytuty Dr Irena Eris in order to, among others, adapt the content and services available on the Website to the individual needs and interests of individual Users of the Website. Cookies provide statistical data on the Users' traffic and usage of individual pages of the portal Kosmetyczne Instytuty Dr Irena Eris. At any time, the User may disable the option of accepting Cookies in his/her browser; however, disabling Cookies may obstruct, or even prevent the User from using certain services of Kosmetyczne Instytuty Dr Irena Eris. At the same time, to the fullest extent permitted by law, **Kosmetyczne Instytuty Dr Irena Eris** declares that it shall not be liable for the use of Cookies on other websites available to Users through links placed on the website Kosmetyczne Instytuty Dr Irena Eris.
10. **Newsletter** - an electronic service provided by Kosmetyczne Instytuty Dr Irena Eris, which is about the transfer of information, in particular, on marketing campaigns and promotions, competitions, loyalty programs, events and news concerning products and services available at **Kosmetyczne Instytuty Dr Irena Eris**, to an email address indicated by the User. Due to the fact that the Newsletter may contain commercial information, it shall be sent only to those Users who have expressed their wish to receive it by entering an email address into the form provided by the Website.
11. **Act on the Provision of Services by Electronic Means** - the Act of 18 July 2002 on the Provision of Services by Electronic Means (Journal of Laws No. 144, item 1204 as amended).

II. Preliminary issues.

1. Upon taking actions aimed at using services of the Website, each User shall be obliged to observe these Terms of Use.
2. These Terms of Use constitute an integral part of agreements for provision of services by electronic means concluded with the Users by Kosmetyczne Instytuty Dr Irena Eris.
3. In order to properly display pages of the Website and use electronic Services provided by Kosmetyczne Instytuty Dr Irena Eris through the site www.instytuty.drirenaeris.com, the system and software installed on the User's computer must meet the following requirements:
 - a) Operating system: Windows 7, Mac OS X, Android 4.0 at minimum.
 - b) Connection with an Internet line of a minimum speed 1024 kb/s for downloading and 512 kb/s for uploading information.
 - c) Installation of a web browser: Internet Explorer 9, Google Chrome 17, Mozilla Firefox 8.0, Opera 11, Safari 7 or later versions, alternatively.
 - d) Cookies and Java Script enabled.
 - e) Properly configured electronic mail.
4. Kosmetyczne Instytuty Dr Irena Eris recommends that antivirus software should be used, as well.

5. Kosmetyczne Instytuty Dr Irena Eris shall not be liable for operations of any malicious programs (e.g. viruses) in the User's IT infrastructure.
6. Kosmetyczne Instytuty Dr Irena Eris, within the framework of cooperation with various entities of the Dr Irena Eris Group, provides the User with access to many sub-websites, where the Users can use services rendered by Kosmetyczne Instytuty Dr Irena Eris.
7. In case of sub-websites, these Terms of Use shall apply to services of Kosmetyczne Instytuty Dr Irena Eris unless detailed terms of use concerning a particular electronic service rendered by Kosmetyczne Instytuty Dr Irena Eris provide otherwise.

III. Conditions for the conclusion of agreements for provision of services by electronic means.

1. At the moment when the appropriate web address of the site www.instytut.drirenaeris.com, selected by the User, is entered by him/her into a web browser, an agreement for provision of information services by electronic means shall be concluded.
2. Termination of the agreement for provision of information services by electronic means occurs at the moment when the User exits the Website.
3. Concluding and terminating other agreements with the company Kosmetyczne Instytuty Dr Irena Eris shall be subject to provisions of detailed terms of use.
4. Kosmetyczne Instytuty Dr Irena Eris undertakes to ensure the highest possible quality of service; however, it shall not be liable for interruptions and disruptions caused by events of force majeure or unauthorized actions of third parties.

IV. Use of services

1. Kosmetyczne Instytuty Dr Irena Eris is the owner of the website www.instytut.drirenaeris.com and provides, within its framework, the following services:
 - a) providing online access to all resources of the Website,
 - b) the Newsletter.
2. The current range of services offered to the User is available on the site www.instytut.drirenaeris.com.
3. The website Kosmetyczne Instytuty Dr Irena Eris shall be available to the Users 24 hours a day and 7 days a week.
4. Kosmetyczne Instytuty Dr Irena Eris undertakes to provide the service continuously, though it shall not be held liable for the lack of access to the service due to reasons beyond its control, and it reserves the right to a short technical break in the operation of the Website in the event of planned, day-to-day maintenance of the site www.instytut.drirenaeris.com or the software used to provide the service.
5. Kosmetyczne Instytuty Dr Irena Eris reserves the right to suspend periodically the operation of the Website for a serious reason, without notifying customers about the fact beforehand.
6. Kosmetyczne Instytuty Dr Irena Eris undertakes not to send any content of an illegal nature within the meaning of Article 8(3)(2)(b) of the Act on the Provision of Services by Electronic Means.

7. The time applicable to the site www.instytut.drirenaeris.com shall be the time applicable to the territory of Poland.

V. Newsletter

1. Kosmetyczne Instytuty Dr Irena Eris shall provide the Newsletter service under the rules specified in these Terms of Use.
2. Before subscribing to the Newsletter service, the User shall read the content of these Terms of Use.
3. In order to subscribe to the Newsletter service, the User shall provide an email address and grant the consent referred to below.
4. The User subscribed to the Newsletter consents to Kosmetyczne Instytuty Dr Irena Eris sending commercial information within the meaning of the Act of 18 July 2002 on the Provision of Services by Electronic Means (consolidated text: Journal of Laws of 2013, item 1422 as amended), through the Newsletter, at an email address indicated by the User.
5. Commercial information sent to the User shall relate only to Kosmetyczne Instytuty Dr Irena Eris and entities included in the Dr Irena Eris Group.
6. The ordered Newsletter shall be sent only to the email address indicated by the User. Kosmetyczne Instytuty Dr Irena Eris undertakes not to make email addresses entrusted to it available to third parties.
7. At any time, the User shall be entitled to resign from the Newsletter service. The subscription may be cancelled through the site <http://instytut.drirenaeris.com/pl/o-nas/newsletter>
8. The User's account shall be removed from the address database within one day from the date of receipt of the application by Kosmetyczne Instytuty Dr Irena Eris and may be signalled by a message confirming the operation.
9. The User undertakes to use the Website only in a manner consistent with applicable laws, principles of community life and good practices, while respecting intellectual property rights.
10. Kosmetyczne Instytuty Dr Irena Eris reserves the right to delete an account whose User has breached these Terms of Use or laws applicable in the Republic of Poland or takes actions interfering with the undisturbed use of the service by other Users or delivers unlawful content.

VI. Complaint Procedure.

1. The User shall have the right to file complaints in connection with the use of the Website and Services.
2. A complaint may be filed electronically to the email address placed by Kosmetyczne Instytuty Dr Irena Eris on the site www.instytut.drirenaeris.com and used to send orders, inquiries and complaints. Complaints may also be filed in writing by mail sent to the address: Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o. z siedzibą w Warszawie ul. Puławska 107 a, 02-595 Warszawa.
3. A complaint should be filed within seven days from the date of occurrence of an event justifying the submission of the complaint. A properly filed complaint should include:
 - a) the User's data, including the name, surname, address and email address,
 - b) the subject matter of the complaint,

- c) grounds for the complaint.
- 4. Kosmetyczne Instytuty Dr Irena Eris shall make every effort to examine the complaints not later than within fourteen working days from the date of receipt of the complaint, and in particularly complex cases, not later than within thirty working days.
- 5. The User shall be informed about a stand on the complaint taken by Kosmetyczne Instytuty Dr Irena Eris in writing or by email.
- 6. In case of rejection of the complaint by Kosmetyczne Instytuty Dr Irena Eris, the User may pursue his/her rights on a general basis.

VII. Final Provisions.

1. These Terms of Use shall be available for each User on www.instytut.drirenaeris.com.
2. Kosmetyczne Instytuty Dr Irena Eris shall be entitled to decide unilaterally about the content of the Website, to modify it or to discontinue the provision of Services without the need to obtain the User's consent or to warn him/her of its intentions.
3. Kosmetyczne Instytuty Dr Irena Eris shall not be liable for any effects of the use by the User of information obtained through the Website, in particular, for the consequences of decisions taken on its basis with respect to financial management, health care, upbringing and education of children, forms of leisure and any other aspects of life activity.
4. Works placed on the Website shall be protected by law in accordance with generally applicable provisions of law, including, in particular, the Act of 23 April 1964 - the Civil Code (consolidated text: Journal of Laws of 2014, item 121), the Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws of 2006, No. 90, item 631), the Act of 30 June 2000 - the Industrial Property Law (consolidated text: Journal of Laws of 2003, No. 119 , item 1117) and the Act of 16 April 1993 on Combating Unfair Competition (consolidated text: Journal of Laws of 2003, No. 153, item 1503).
5. Kosmetyczne Instytuty Dr Irena Eris shall respect every User's right to privacy and protection of personal data.
6. In case of using certain types of products or services offered on the Website, the Users may be asked to provide specified Personal Data, in particular, when they participate in all kinds of loyalty programs, promotional campaigns, competitions, and polls or use online shopping.
7. The company Dr Irena Eris SA shall be a data controller of the User's Personal Data, whereas the User's Personal Data shall be processed by Kosmetyczne Instytuty Dr Irena Eris under an agreement concluded with Dr Irena Eris SA.
8. Data provided by the User can be made available to entities authorized under the Act on Protection of Personal Data, in particular, for the purposes of pending criminal proceedings.
9. The User provides Personal Data on a voluntary basis.
10. Kosmetyczne Instytuty Dr Irena Eris and Dr Irena Eris S.A. assure they shall exercise due diligence to guarantee full protection of provided information, including Personal Data, in order to make the use of the Website completely safe for the User.

11. Kosmetyczne Instytuty Dr Irena Eris reserves the right to amend the Terms of Use unilaterally. Amendments shall be published on the Website forthwith, in the form of a consolidated version, and shall enter into force on the date of their publication on the Website.
12. Provisions of the Act on Provision of Services by Electronic Means, the Act on Copyright and Related Rights, and the Civil Code shall apply to issues not governed by these Terms of Use.