

TERMS AND CONDITIONS FOR PROVIDING ONLINE MEDICAL SERVICES

§ 1. DEFINITIONS

Whenever the following expressions are used in the content hereof, they shall have the following meaning:

- a) **DPT** – the entity providing services hereunder, namely **DIGITAL PATHOLOGY TEAM WITOLD REZNER spółka komandytowa [limited partnership]** ul. Karczówkowska 45, 25-713 Kielce, registered with KRS [*National Court Registry*] under no.: 0000907065, NIP (tax ID): 9592043544, REGON (statistical ID): 389223170, email: *contact@twiceview.com*.
- b) **Medical facility** – DPT organisational unit, providing health services in the form of TwiceView services, registered under number 000000255178.
- c) **Terms and Conditions** - this document.
- d) **TwiceView services** – services provided by DPT referred to herein, for which the Contract for the provision of TwiceView Services is concluded.
- e) **Contract for the provision of TwiceView Services** – an agreement between DPT and the Patient, with the scope and under the conditions provided herein.
- f) **Individual TwiceView Number** – a unique number of the TwiceView Service provided to a specific Patient.
- g) **Pathologists** – persons authorised under Polish law to practice the medical profession in pathomorphology and histopathology.
- h) **Software** - software to assist Pathologists in pathomorphological diagnosis, in particular to enable the display of digital images, analysing and interpreting data from digital images, also based on artificial intelligence algorithms.
- i) **Website** - the website <https://twiceview.com>, maintained by DPT, used to provide the TwiceView Services.
- j) **Patient** – a person using the TwiceView Services upon these Terms and Conditions.
- k) **TwiceView Report** – a medical report with the result of the services provided by DPT, being a pathomorphological diagnosis in the meaning of Polish regulations, that means the outcome of the pathomorphological examination established and signed by a doctor with the title of specialist in pathomorphology or a doctor with second-degree specialisation in pathomorphology, resulting from assessing the pathomorphological tissue specimen scan, considering the available clinical data and the results of histochemistry, immunohistochemistry and molecular tests and in some instances including assessing predictive and prognostic factors using the histopathological specimen.
- l) **Singup Form** – a form shared by DPT on the Website that allows the Patient to provide contact information necessary to initiate the TwiceView Service.
- m) **Medical Form (IntakeForm)** – the form referred to in § 6 sect. 2 hereof.
- n) **Scan** – a histopathological specimen within the meaning of the Regulation of the Minister of Health of 18 December 2017. (Journal of Laws of 2017, item 2435), in digital form.

- o) **Slide** – a histopathological specimen within the meaning of the Regulation of the Minister of Health of 18 December 2017. (Journal of Laws of 2017, item 2435), in its physical form.

§ 2.

SUBJECT OF THE REGULATION

1. The subject hereof is to define the terms and conditions for the online provision of services by the DPT, as part of the TwiceView Service described below, and to specify the complaint procedure for providing online services.
2. DPT provides medical services based on and within the meaning of Polish law, in particular:
 - a) the Act on Medical Activity of 15 April 2011. (Journal of Laws No. 112, item 654 as amended),
 - b) The Act on the Collection, Storage and Transplantation of Cells, Tissues and Organs of 1 July 2005. (Journal of Laws No. 169, item 1411 as amended),
 - c) The Act on Patient Rights and the Patient Ombudsman of 6 November 2008. (Journal of Laws of 2009 No. 52, item 417, as amended),
 - d) Act on the Information System in Health Care of 28 April 2011. (Journal of Laws 2011 No. 113, item 657),
 - e) Act on Laboratory Diagnostics of 27 July 2001 (Journal of Laws of 2001, No. 100, item 1083, as amended),
 - f) The Regulation of the Minister of Health of 18 December 2017 (Journal of Laws of 2017, item 2435, as amended).
3. DPT shall make the content of this document available in paper form directly at its headquarters and in digital form on the website <https://twiceview.com>, in a way that it to bedownloaded, printed and saved.

§ 3.

PRELIMINARY PROVISIONS

1. DPT shall use its best effort to ensure that all Services provided hereunder and using the Website are provided with the highest possible quality.
2. DPT is an entrepreneur that is a medical entity within the meaning of Art. 4 sec. 1 item 1) of the Act on Medical Activity of 15 April 2011. (Journal of Laws No. 112, item 654 as amended).
3. Services provided under this Terms and conditions shall be provided by the Medical Facility through which the medical entity shall perform the type of medical activity specified herein.
4. Patient's use of the DPT Services is voluntary. At the same time, the use of TwiceView Services is conditioned on acceptance of and compliance with these Terms and Conditions.
5. Before deciding to use TwiceView Services, each prospective Patient should read the provisions of these Terms and conditions.
6. It is forbidden to use the Website and TwiceView Services offered by DPT in a manner inconsistent with these Terms and conditions or in a manner that may cause any harm to other Patients or DPT.
7. DPT informs that obtaining a histopathological specimen from each Patient, i.e. a Scan or Slide, is necessary to provide TwiceView Services. Once TwiceView Services have been performed, the specimen shall be returned together with the pathomorphological diagnosis - TwiceView Report.

§4

SCOPE OF SERVICES PROVIDED BY TwiceView

1. DPT provides TwiceView (second opinion) Services for a fee as defined in section 2 below.
2. The TwiceView service provided by DPT is a pathomorphological opinion issued by a pathologist from the DPT team on the basis of analysis of the Scan, i.e. a **digital** image of a histopathological

- sample (histopathological specimen) taken from the Patient and delivered to the DPT in accordance with the provisions of this document.
3. In order to use the TwiceView Service set forth herein, the Patient may provide the DPT with a histopathological specimen in the form of a Scan or Slide, as described below.
 4. If a Slide is delivered, DPT will scan the Slide itself or use specialised third parties to prepare a Scan. The time to obtain a Scan from the Slide is approximately 24 hours from the moment DPT receives the Slide.
 5. DPT informs that in connection of the use of the Software, the pathomorphological diagnosis - the TwiceView Report - can only be provided on the basis of Scans. Thus, the inability to obtain a Scan or its illegibility prevents the provision of the TwiceView Service.
 6. The TwiceView Services shall be provided based on the Agreement for the Provision of TwiceView Services, which shall be concluded on the date of the Patient's payment, after the Patient accepts the contents hereof and sends the Singup Form - as referred to in §6.
 7. The Patient declares that he/she is at least 18 years of age. Only a legal guardian may enter into the TwiceView Services Agreement on behalf of minors.
 8. The TwiceView service is intended only for Patients remaining in the course of pathomorphological diagnostics, including cancers of, e.g. breast and prostate. TwiceView, as another opinion during pathomorphological diagnostics, including cancer diagnosis, is therefore intended for patients from whom tissue material has been collected and who have already received the first diagnosis.
 9. In the light of section 8 above, the TwiceView Service shall not be used for first-time diagnosis.
 10. During examination as a part of the TwiceView Service process, the Software will be used, however, each individual opinion (TwiceView Report) will be verified and reviewed by a pathologist who will sign and confirmed by a second pathologist (the "double-check" procedure).
 11. Considering the above, the TwiceView Service is a medical service, and the opinion issued as part of the TwiceView Service is equivalent to a pathomorphological diagnosis in the meaning of Polish law.
 12. DPT will keep medical records for each Patient separately as defined by Polish law.

**§ 5.
THE WEBSITE
AND BASIC RULES OF USE**

1. The services provided under these Regulations are provided remotely using the features of the Website owned by DPT.
2. The Website will be available in English.
3. In order to use the Website you need a computer, smartphone or tablet with Internet access and installed browser Google Chrome, Microsoft Edge, Mozilla Firefox or Safari. Additionally, an active e-mail account and computer software that allows you to open the files sent in standard formats, mainly text files - e.g. pdf., doc., docx., jpg. The device must support the TLS 1.2 encrypted connection protocol (the encrypted connection protocol should be enabled by default). It is recommended to use the latest versions of the browsers. It is possible to use the Website with other web browsers or not the latest versions of web browsers, but in such a case, DPT shall not guarantee its correct operation.
4. The Patient shall incur the costs of data transmission required to download, install, launch, and use the Website under the conditions set out in the contract with telecommunications operators or other Internet providers.
5. The Patient is prohibited from providing content contrary to applicable law.
6. As all services hereunder are provided remotely, and the final TwiceView Report shall be sent via e-mail, the Patient is obliged to read the Privacy Policy. Also, DPT declares that to minimise the risk associated with sending results electronically, DPT shall:

- a) inform the Patient in advance about the risks related to personal data protection related to the proposed communication channel,
 - b) create files containing encrypted information using secure encryption software,
 - c) secure the file with a password at its creation,
 - d) provide the necessary cryptographic key (password) for the Patient to decrypt the information delivered in the compressed file.
7. DPT reserves the right to suspend access to TwiceView Services temporarily provided via the Website, particularly when:
- a) it is necessary for security reasons,
 - b) it is necessary for any other reasons beyond DPT control, which could lead to a breach of the Patient's rights or other violation of the law,
 - c) if it is necessary to perform necessary actions related to the proper functioning, improvement, maintenance or security of the IT systems and power supply. The period of temporary access suspension shall not exceed the time necessary to remove the irregularities.

§ 6.

TwiceView SERVICE START PROCESS

1. Anyone interested in using the TwiceView Services shall take the following actions:
 - a) express interest in the TwiceView Service by filling in the Singup Form provided to the Patient by DPT,
 - b) provide DPT with the necessary personal and contact data - i.e. name and surname, e-mail address, telephone number, citizenship,
 - c) become acquainted with all the required documents - i.e. the content hereof, the rules for DTP processing of personal data,
2. After the Singup Form is sent, DPT will contact the Patient within two business days, e-mailing a link to the Medical Form to the Patient's address provided in the Singup Form.
3. The following information from the Patient will be collected necessary to perform the TwiceView Service from the Medical Form:
 - a) the description of the medical problem covered by the TwiceView Service,
 - b) a copy of the original test result to be submitted for a second TwiceView opinion
 - c) information on the histopathological specimen upon which the primary diagnosis was made, i.e. information on what type of histopathological specimen the Patient has (Scan or Slide),
 - d) information whether the Patient can personally send a Scan or Slide to DPT or whether the transfer of the Scan or Slide requires contact with another entity,
 - e) a description of their health condition,
 - f) the purpose of the TwiceView Service.
4. DPT will assign an Individual TwiceView Number to each commenced TwiceView Service.
5. After reviewing the information provided by the Patient in the Singup Form and Medical Form, DPT will contact the Patient within two business days from the date of submission of the Medical Form completed by the Patient, sending information about the possibility of delivering the TwiceView Service. If DPT confirms the TwiceView Service, DPT will e-mail a payment link to the Patient's address provided in the Singup Form.
6. DPT will start further providing the TwiceView Service after the service is paid for.
7. Depending on the Patient's selection of the material for the TwiceView Services, as referred to in section 3(c) above, the sample transfer procedure may take two possible variants:
 - a) If the TwiceView Service is based on a Scan:
 - The Patient shall provide the Scan, along with its necessary technical parameters, via the Medical Form,
 - DPT shall then verify the Scan quality and advise the Patient whether the Scan quality is sufficient to render the TwiceView Service.
 - b) If the TwiceView Service is based on a Slide and the Patient has the Slide in possession:

- the Patient shall send the Slide to DPT at the following address DIGITAL PATHOLOGY TEAM WITOLD REZNER sp.k., ul. Karczówkowska 45, 25-713 Kielce
 - DPT shall then verify the Slide quality and advise the Patient whether the Slide quality is sufficient to render the TwiceView Service.
 - if the Slide quality is sufficient to perform the service, DPT shall scan the Slide or have it scanned by a third party (to this end, the Slide shall be physically transferred to the subcontractor, who shall scan and return the Slide to DPT). That activity shall result in creating a Scan in DPT.
8. If the quality of the Scans sent by the Patient or created by DPT based on the Slides provided by the Patient is sufficient for the TwiceView Service, DPT shall commence the TwiceView Service.

§ 7.

TESTING METHODOLOGY

All opinions issued within the TwiceView Service shall be delivered by Pathologists per Polish law and following modern medical knowledge, including international guidelines (e.g. The College of American Pathologists Guidelines and Datasets, The Royal College of Pathologists Guidelines and Datasets).

§ 8.

TwiceView SERVICE PURPOSE.

1. The TwiceView Service consists in performing a pathomorphological examination, followed by developing and submitting a pathomorphological diagnosis (TwiceView Report). It regards the medical problem referred to in § 6 section 3(a) above and is based on the information from the Scan/Slide and the data provided by the Patient.
2. The TwiceView Service shall be delivered from 24 to 120 hours from the moment DPT receives the Scan, plus the time referred to in §4 sect. 4. However, in the event of unexpected circumstances (in particular, if the Slide or Scan is illegible for any reason), the time for performing individual TwiceView Services may be extended by a maximum of additional 120 hours. If the TwiceView Service cannot be performed after the lapse of the maximum period of its delivery, the provision of § 11 sect. 8 below shall apply.
3. The pathomorphological examination will be performed using the Software.
4. The pathomorphological examination will be carried out by two Pathologists.
5. The pathomorphological examination shall result in the TwiceView Report containing the pathomorphological diagnosis.
6. After the TwiceView Service is provided, DPT shall return all Scans and Slides together with the pathomorphological diagnosis - the TwiceView Report. They shall be sent back to the address from which the individual slides/scans were sent (both electronically and physically) - unless otherwise stipulated by the Patient in the Singup Form.

§9

TwiceView (TWICEVIEW REPORT)

1. The TwiceView report will contain the following data:
 - a) A description with diagnosis,
 - b) Prognostics and predictive factors,
 - c) Image confirmation of the above-mentioned features.
2. After the TwiceView Report is ready, DPT shall deliver it to the Patient in a secure way preventing access by third parties.

§ 10.
ARCHIVING DATA

1. After all TwiceView Services are provided, DPT shall return the Slide or Scan to the Patient (or the entity that sent the Slide/Scan to DPT on behalf of the Patient) along with the pathomorphological diagnosis, i.e. the TwiceView Report.
2. After the TwiceView Service is completed, DPT shall archive the Patient's medical records electronically.
3. The medical documentation shall be stored, according to Polish law, for 20 years, counting from the end of the calendar year when the last entry was made. In the event of the Patient's death as a result of bodily injury or poisoning, the medical records shall be stored for 30 years, counting from the end of the calendar year when the death occurred.
4. Medical documentation with information necessary for monitoring blood and its components handling shall be stored for 30 years, counting from the end of the calendar year when the last entry was made.
5. Medical records for children under two years of age shall be kept for 22 years.

§ 11
DPT Fee

1. The information on the Website regarding the services offered, in particular their descriptions and prices, does not constitute an offer. It is merely an invitation to conclude a contract within the meaning of Art. 71 of the Polish Civil Code.
2. DPT is entitled to remuneration for services provided hereunder, as indicated on the Website.
3. The following forms of payment are accepted on the Website (at the Patient's discretion):
 - a) electronic payments;
 - b) Credit/debit card.
4. DPT shall commence any services after the payment is credited to its account.
5. All prices shown on the Website are in USD and are gross prices.
6. The Patient is charged with all costs related to enabling the DPT to perform TwiceView Services. These include the Slides' delivery costs to the DPT headquarters, except for the expenses referred to in section 7 below.
7. Returning the Slides to the Patient (or the facility named by the Patient) shall be at the DPT's expense.
8. If the TwiceView Service cannot be performed for any reason, in particular, due to an illegible Slide or Scan and failure to deliver the Slide to the DPT, the Contract for the provision of TwiceView Services shall be terminated. Subsequently, DPT shall reimburse all the monies paid to the Patient.

§ 12
DISCLAIMER

1. It should be remembered that the TwiceView Services provided hereunder are a second opinion and thus should not be the first opinion on the Patient's possible illness.
2. The TwiceView report resulting from the TwiceView Services provided should not be interpreted in isolation from the previous medical history.
3. The TwiceView report resulting from the services provided by the DPT should be of an auxiliary nature for the Patient's treatment or diagnosis.
4. **The TwiceView report is only a pathomorphological diagnosis and, as such, cannot be the basis for making independent decisions regarding treatment, its nature or the decision not to treat. All decisions related to treatment (or its lack) should be made by the attending physician and consider the Patient's overall clinical picture of the Patient, where the TwiceView Report is only an element.**

§ 13

COMPLAINT PROCEDURE

1. Complaints regarding the services provided via the Website can be submitted in an electronic form to the DPT e-mail address: contact@twiceview.com or in writing by sending them to DPT address.
2. The complaint should include information to identify the Patient (including their name and surname, Individual TwiceView Number, and the reason for submitting the complaint) and specify the Patient's request.
3. The complaint submitted by the Patient shall be reviewed within 14 days from its submission date.
4. The Customer shall be notified about the complaint procedure's outcome by e-mail or post to the address provided.

§ 14

WITHDRAWAL FROM THE CONTRACT

1. DPT shall commence the TwiceView Services immediately after concluding the Contract for the provision of TwiceView Services upon these terms and conditions.
2. A patient who is also a consumer has the right to withdraw from a remote contract within 14 days. They need not present any reason and shall not incur expenses except for the costs specified in the relevant acts on consumer rights and subject to the provisions below.
3. According to the Polish Act on Consumer Rights (Journal of Laws of 2014, item 827), the Patient is not entitled to withdraw from a distance contract in a situation where the DPT has provided the service in full, to which the Patient agrees by joining the TwiceView Services. The TwiceView Service may be completed before the expiry of the statutory withdrawal period. The Patient shall be informed about the withdrawal right absence and the provisions of sec. 4 below before registering to the Website.
4. Also, it should be borne in mind that DPT starts providing Services immediately after the contract for the provision of TwiceView Services is concluded. Therefore, if the Patient exercises the right to withdraw from the remotely concluded Contract after DPT has already started providing Services, the Patient shall pay the proportional value of DPT remuneration until withdrawal.
5. The Consumer can submit the withdrawal notice on a form whose specimen has been included in Appendix no. 1 hereto. However, using this form is not mandatory, and the Patient may submit a relevant statement in the manner of their choice.
6. After the effective withdrawal from the Contract for the Provision of TwiceView Services, DPT will refund the amount paid (less any proportional refund, as referred to in section 4 above) within 14 days to the bank account provided by the Patient.

§ 15

COPYRIGHT PROTECTION

1. All photographs and other materials (including artwork, texts, and logos) posted on the Website belong to DPT (or are in its legal possession).
2. Any copying of the photographs and other artwork and using the texts' reprints posted on the Website is prohibited. That includes their sharing on the Internet without the written consent of DPT.
3. It is also forbidden to use these photographs, artwork, texts and other materials from the Website for marketing or commercial purposes.
4. Each Patient and a third party having access to the Website shall refrain from copying, modifying, disseminating, transmitting or using in any other way any content available on the Website which

is protected by DPT intellectual property rights, except for using them within fair use. Any interference or use of the source code of the Website is also prohibited.

§ 16

PERSONAL DATA PROTECTION

1. DPT is the Personal Data Controller: **DIGITAL PATHOLOGY TEAM WITOLD REZNER spółka komandytowa [limited partnership]** ul. Karczówkowska 45, 25-713 Kielce, registered with KRS [*National Court Registry*] under no.: 0000907065 , NIP (tax ID): 9592043544, REGON (statistical ID): 389223170.
2. The terms and conditions for processing patients' personal data are set out in the Privacy Policy, available on the Website at <https://twiceview.com> .

§ 17

FINAL PROVISIONS

1. DPT reserves the right to change the provisions hereof at any time. However, no changes shall affect the Contracts for the provision of TwiceView Services concluded before such a change, which will be carried out under the existing rules. In the event of a change in the Terms and Conditions, DPT shall make its content available on <https://twiceview.com>.
2. The TwiceView services must not be resold, given free of use, lent or otherwise transferred to third parties.
3. These Terms and Conditions have been drawn up in two language versions - Polish and English. In a situation of discrepancies in meaning and interpretation, the Polish version will prevail.
4. These Terms and Conditions shall come into force on 10 March 2023.
5. Appendix No. 2 to these Terms and Conditions is Information on out-of-court complaint and enquiry procedures and rules of access to these procedures.
6. Appendix No. 1 and Appendix No.2 (in Polish) constitutes an integral part of these Regulations.

Withdrawal form (template)

(this form must be completed and returned only if you wish to withdraw the contract)

**DIGITAL PATHOLOGY TEAM WITOLD REZNER sp.k.,
ul. Karczówkowska 45,
25-713 Kielce, Poland
e-mail: contact@twiceview.com**

**WITHDRAWAL FROM THE CONTRACT
about the provision of TwiceView services**

.....
(name)

.....
(address)

I wish to inform that I withdraw from the contract for the provision of TwiceView Services, which has been assigned an Individual TwiceView Number

At the Same time I acknowledge the provisions contained in § 14(3) and (4) of the TERMS AND CONDITIONS FOR PROVIDING ONLINE MEDICAL SERVICES.

I request that the price paid be returned on the following bank account number:

.....

.....
Patient's signature
(only if the form is submitted on paper)

Date:

Informacje w sprawie pozasądowych sposoby rozpatrywania reklamacji i dochodzenia roszczeń oraz zasady dostępu od tych procedur

Mając na uwadze przepis art. 12 ust. 1 pkt. 21 ustawy o prawach konsumenta, informujemy Państwa, że:

1. Szczegółowe informacje dotyczące możliwości skorzystania przez Pacjenta będącego konsumentem z pozasądowych sposobów rozpatrywania reklamacji i dochodzenia roszczeń oraz zasady dostępu do tych procedur dostępne są w siedzibach oraz na stronach internetowych powiatowych (miejskich) rzeczników konsumentów, organizacji społecznych, do których zadań statutowych należy ochrona konsumentów, Wojewódzkich Inspektoratów Inspekcji Handlowej oraz pod następującymi adresami internetowymi Urzędu Ochrony Konkurencji Konsumentów: http://www.uokik.gov.pl/spory_konsumenckie.php; http://www.uokik.gov.pl/sprawy_indywidualne.php oraz http://www.uokik.gov.pl/wazne_adresy.php.
2. Pacjent będący konsumentem posiada m.in. następujące możliwości skorzystania z pozasądowych sposobów rozpatrywania reklamacji i dochodzenia roszczeń (przykłady):
 - a) Pacjent uprawniony jest do zwrócenia się do stałego polubownego sądu konsumenckiego, o którym mowa w art. 37 ustawy z dnia 15 grudnia 2000 r. o Inspekcji Handlowej (Dz.U. 2001 nr 4 poz. 25 ze zm.), z wnioskiem o rozstrzygnięcie sporu wynikłego z zawartej Umowy Sprzedaży. Regulamin organizacji i działania stałych polubownych sądów konsumenckich określa Rozporządzenie Ministra Sprawiedliwości z dnia 25 września 2001 r. w sprawie określenia regulaminu organizacji i działania stałych polubownych sądów konsumenckich. (Dz.U. 2001, nr 113, poz. 1214).
 - b) Pacjent uprawniony jest do zwrócenia się do wojewódzkiego inspektora Inspekcji Handlowej, zgodnie z art. 36 ustawy z dnia 15 grudnia 2000 r. o Inspekcji Handlowej (Dz.U. 2001 nr 4 poz. 25 ze zm.), z wnioskiem o wszczęcie postępowania mediacyjnego w sprawie polubownego zakończenia sporu między Pacjentem (jako konsumentem) a DPT (jako przedsiębiorcą). Informacja na temat zasad i trybu procedury mediacji prowadzonej przez wojewódzkiego inspektora Inspekcji Handlowej dostępna jest w siedzibach oraz na stronach internetowych poszczególnych Wojewódzkich Inspektoratów Inspekcji Handlowej.
 - c) Pacjent może uzyskać bezpłatną pomoc w sprawie rozstrzygnięcia sporu między Pacjentem a DPT, korzystając także z bezpłatnej pomocy powiatowego (miejskiego) rzecznika konsumentów lub organizacji społecznej, do której zadań statutowych należy ochrona konsumentów (m.in. Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich). Porady udzielane są pod przez Federację Konsumentów pod bezpłatnym numerem infolinii konsumenckiej 800 007 707 oraz przez Stowarzyszenie Konsumentów Polskich pod adresem email porady@dlakonsumentow.pl.