

# **Terms & Conditions for the ON-SITE PARTICIPATION on the conference: MedStar Innovators in partnership with Google for Startups**

## **ARTICLE 1 GENERAL PROVISIONS**

1. The Terms & Conditions define the principles, type and scope of services provided by the Organizer, the conditions for the provision of the services, the conditions for the conclusion of the agreement for the provision of services and the complaint procedures.
2. These Terms & Conditions also constitute regulations for the provision of services by electronic means, referred to in Article 8 of the Act of 18 July 2020 on the provision of services by electronic means (i.e. Journal of Laws of 2020, Item 344, as amended).
3. Any definitions used in these Terms & Conditions shall have the following meaning:
  - a) **Participant** – a natural person with full legal capacity, a legal person or an organizational unit that is not a legal person which is granted legal capacity by the law, with which the Organizer concludes the Agreement, entitled to participate in the Conference;
  - b) **Consumer** – a natural person making a legal transaction with the Sole Trader that is not directly related to the Consumer's economic or professional activity;
  - c) **Sole Trader** – a natural person who enters into the Agreement directly related to the Sole Trader's business activity, where the content of the Agreement indicates that it is not of a professional nature for this person, resulting in particular from the subject of the Sole Trader's business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity;
  - d) **Terms & Conditions** – this document, which is a model contract in electronic form as defined in Article 384.4 of the Civil Code; the Organizer makes the Terms & Conditions available through the Website and the Conference registration form;
  - e) **GDPR** – means the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119 of 4 May 2016, page 1);
  - f) **Website** – the website managed by the Organizer located at [www.aiwzdrowiu.pl](http://www.aiwzdrowiu.pl);
  - g) **Force Majeure** – an extraordinary external event, objectively independent of the Organizer or the Participant, impossible to foresee and impossible to prevent with due diligence, whereby this refers to the impossibility of preventing and overcoming its harmful consequences, the circumstances of which prevent the fulfillment of the obligations arising from the Terms & Conditions, and in particular the following events are deemed to be Force Majeure: fire, flood, earthquake, action of the elements and forces of nature, epidemics, acts of war, terrorism, rebellions or revolutions, acts and actions of state authorities, strikes, etc.;
  - h) **Agreement** – the legal relationship that arises between the Organizer and the Participant in the manner described in the Terms & Conditions, which is in fact an agreement for the provision of services within the meaning of the Act of 18 July 2020 on the provision of

services by electronic means (i.e. Journal of Laws of 2020, Item 344, as amended). The subject of the Agreement is the provision of the Service by the Organizer;

- i) **Service** – service provided by the Organizer under the terms of the Terms & Conditions, i.e. a service enabling the Participant to participate in the Conference;
  - j) **Organizer** – wZdrowiu Limited Liability Company, with its registered office in Warsaw, province. Mazowieckie, district Warsaw, commune Wola, locality Warsaw, at ul. Żelazna, No. 59, office 1405, 00-848, post office Warsaw, NIP 5272989565, REGON: 52126137800000, entered into the Register of Entrepreneurs, KRS 0000953569.
  - k) **Conference** – on-site event organized in Warsaw, by the Organizer, entitled "MedStar Innovators in partnership with Google for Startups". The Conference will be held in December 2023 - the exact date, place and time of the event will be made public in the Conference agenda located at [www.aiwzdrowiu.pl](http://www.aiwzdrowiu.pl). The organizer reserves the right to change the agenda or cancel the Conference at any time.
4. In all matters related to the Conference, the Participant may contact the Organizer by e-mail at the e-mail address [biuro@aiwzdrowiu.pl](mailto:biuro@aiwzdrowiu.pl), as well as by post at the Organizer's address, by telephone at +48 609 908 877, and in person at the Organizer's headquarters (by appointment). **Organizer** of the Conference is **wZdrowiu Limited Liability Company**, with its registered office in Warsaw, province. Mazowieckie, district Warsaw, commune Wola, locality Warsaw, at ul. Żelazna, No. 59, office 1405, 00-848, post office Warsaw, NIP 5272989565, REGON: 52126137800000, entered into the Register of Entrepreneurs, KRS 0000953569.
  5. The Conference is held in partnership with Google for Startups.
  6. The aim of the conference is to build relationships and promote information and knowledge about artificial intelligence and innovation in health.
  7. The conference will be held in December 2023 in Warsaw, on time and at a location that will be announced on the Website.
  8. The right to participate in the Conference is open to persons who meet the conditions set out in § 4 points 1 - 5 of the Terms & Conditions. Persons participating in the Event are hereinafter jointly referred to as "Participants", and each separately "Participant".
  9. The Organizer provides these Terms & Conditions, specifying in particular the rights and obligations of the Organizer in connection with the conduct of the Conference, as well as the rights and obligations of the Participants at [www.aiwzdrowiu.pl](http://www.aiwzdrowiu.pl)
  10. The Organizer informs that the Conference is not a mass event within the meaning of the provisions of the Act of March 20, 2009 on the safety of mass events (Journal of Laws 2009.62.504 as amended).
  11. Each Participant is required to read the Terms and Conditions before participating in the Conference and is obliged to comply with them.
  12. The Organizer decides on the content of the Conference at its discretion at any time with regard to topics, panels and panelists or speakers. In particular, the Organizer does not guarantee the

participation of specific persons or entities in the Conference, does not provide specific content of lectures, etc., and does not guarantee that participation in the Conference will enable the Participant to obtain any economic or scientific contacts, knowledge, information, know-how etc.

13. Due to the need to counteract the risk of COVID-19 caused by the SARS-Cov-2 coronavirus, Participants are required to comply with the current epidemic guidelines issued by competent authorities and entities. The following persons may not participate in the Conference in person:
  - a) with symptoms of respiratory infections or
  - b) with the presence of SarsCov-2 virus in the last 14 days before the conference or
  - c) who have had contact with a person with COVID-19 diagnosed in the last 14 days.
14. Participants are required to comply with the safety regulations and procedures in force in the entity providing space for the organization of the Conference, in particular, they are obliged to comply with the regulations and signs located in the premises where the Conference will be held.

## **ARTICLE 2**

### **RESTRICTIONS ON BRINGING SUBJECTS, MATERIALS AND DEVICES TO THE CONFERENCE AREA AND BASIC RULES OF PROCEDURE DURING THE CONFERENCE**

1. It is forbidden to bring to the place of the Conference as well as possession by its Participants during the Conference of all kinds of materials, devices, substances, etc. psychotropic substances, as well as other sharp, heavy, hard, glass or metal devices or objects (including, for example, umbrellas, shoes, backpacks or clothes containing hard or heavy elements that may cause sudden and unexpected contact with the body of another Participant detriment to his health).
2. A participant who has any of the items listed in sec. 1, should hand them over to a free and unguarded deposit before entering the Conference venue for the duration of the Conference. The organizer reserves the right to refuse to accept a given item for deposit.
3. In the event of disclosure of bringing or introducing items to the place of the Conference against the prohibition referred to in sec. 1 of this paragraph, the Organizer has the right to remove such Participant from the place of the Conference, unless it is possible to deposit them on the terms specified in paragraph 2.
4. The organizer may allow clothing to be left in an unguarded cloakroom free of charge for the duration of the Conference. Due to the lack of protection, valuables should not be stored in the cloakroom as well as in the depository.
5. Regardless of other provisions of the Regulations, Participants are obliged not to take any actions during the Conference, as well as not to make any omissions contrary to generally applicable law or morality.
6. In particular, it is forbidden to present any content during the Conference:
  - a) contrary to the law or morality or likely to violate the law or decency;

- b) violating the rights or personal rights of any third parties;
- c) violating the legally protected secrets of any third parties, including in particular their trade secrets;
- d) obtained by the Participant in a manner contrary to the law.

### **ARTICLE 3 PARTICIPANTS' SAFETY**

1. Each Participant is obliged to behave during it in a manner that does not violate the provisions of generally applicable law, the principles of social coexistence and so as not to endanger the safety of other Participants and other people staying at the Conference venue, and in particular comply with the provisions of these Terms and Conditions, health and safety rules, safety rules, fire and legal regulations, as well as immediately follow the instructions of security staff and representatives of the Organizer.
2. The Organizer's representatives are all persons with personal ID cards issued by the Organizer.
3. The Organizer, in order to ensure the safety of the Conference, will appoint its representatives throughout its duration, appointed to coordinate and supervise the course of the Conference on an ongoing basis.
4. The Organizer may also refuse to admit and stay at the Conference to persons whose behavior may pose a threat to other Participants.
5. The Conference may be canceled or interrupted at any time if its commencement or continuation will endanger the safety of the Participants.
6. The Participant of the Conference, in the event of noticing any threat to persons or property at the place of the Conference, should:
  - a) immediately notify the security or the Organizer's representatives
  - b) strictly follow the instructions of the security staff or representatives of the Organizer;
  - c) avoid causing panic;
  - d) absolutely not to impede the access and operation of rescue services.
  - e) in the event of a threat to the life or health of persons, the Participant should also immediately inform the relevant services.

### **ARTICLE 4 CONDITIONS OF PARTICIPATION IN THE CONFERENCE**

1. The conference is intended for adults with full legal capacity.
2. The condition for the stationary participation in the Conference is:
  - a) registration at [www.aiwzdrowiu.pl](http://www.aiwzdrowiu.pl) by filling data stipulated in the registration form, and acceptance of the Terms and Conditions
  - b) obtaining confirmation from the Organizer about the possibility of stationary participation

3. The Organizer has the sole decision on the confirmation of participation.

## **ARTICLE 5 COMPLAINTS**

1. All complaints, comments and requests regarding matters related to participation in the Conference may be submitted within 14 days from the date of the end of the Conference:
  - a) by mail to the following address: wZdrowiu sp.z o.o. Żelazna 59/1405 Warsaw
  - b) by email: [biuro@aiwzdrowiu.pl](mailto:biuro@aiwzdrowiu.pl)
2. The Organizer recognizes complaints within 14 days from the date of their delivery to the Organizer.

## **ARTICLE 6 PENALTIES FOR BREACH OF THE PROVISIONS OF THE TERMS & CONDITIONS**

1. In the event of violation of the provisions of the Regulations, the Organizer - regardless of the use of other generally applicable measures provided for by law - is entitled to:
  - a) require the Participant to cease a given breach;
  - b) require the Participant to leave the Conference;
  - c) the Participant is not allowed to enter the Conference area.
2. The organizer, at his own discretion, decides to use one or more of the measures referred to in paragraph 1.

## **ARTICLE 7 FINAL PROVISIONS**

1. The Organizer may record the course of the Conference for the purposes of documentation of the Conference or for advertising and promotional purposes of the Organizer and the Conference partners. The Organizer - free of charge and for an indefinite period - is entitled to use and enable other people to use such a recording or photograph or a fragment thereof, including the image of the Participant or another person staying at the Conference venue, without time and territorial restrictions, without payment remuneration for the use of the image in all fields of use, including the fields of use specified in art. 50 of the Copyright and Related Rights Act, in particular through its recording, reproduction, trading and dissemination, including exhibiting, displaying, reproducing, broadcasting and rebroadcasting, and making it available to the public in such a way that everyone can have access to it in place and time chosen by them.
2. Participants are not entitled to record in any way or in any form the course of the Conference or its part, without the prior consent of the Organizer.
3. The titles in the Terms and Conditions are provided solely for ease of reference or reading.

4. The Organizer reserves the right to change the Terms and Conditions, preceded by informing 7 days in advance about the change in the Terms and Conditions of the Participants, by e-mail to the address provided by the Participant in the registration form. In the event of a change in the Terms and Conditions, the participant has the option to withdraw from the contract within 7 days of receiving an email about the change in the Regulations.
5. The Regulations come into force on the day of their announcement - November 10, 2023.
6. Polish law shall apply to the assessment of the legal relationship resulting from the Regulations.
7. Application of the Vienna Convention on the International Sale of Goods is excluded.
8. In the event of any discrepancies between the different language versions of the Regulations, the Polish language version is decisive.

## **ARTICLE 8**

### **PROCESSING OF PARTICIPANTS' PERSONAL DATA**

1. The controller of the Participants' personal data shall be the Organizer, i.e. **wZdrowiu Limited Liability Company**, with its registered office in Warsaw, province. Mazowieckie, district Warsaw, commune Wola, locality Warsaw, at ul. Żelazna, No. 59, office 1405, 00-848, post office Warsaw, NIP 5272989565, REGON: 52126137800000, entered into the Register of Entrepreneurs, KRS 0000953569.
2. The organizer declares that for the purpose of access control to the building in which the conference takes place, the entity managing the building may process information data for the purpose of issuing badges.
3. Contact with the Organizer is possible:
  - a) by mail to the following address: Żelazna 59/1405 00-848 Warsaw
  - b) by email to the following address: [biuro@aiwzdrowiu.pl](mailto:biuro@aiwzdrowiu.pl)
  - c) by telephone at: +48 609 908 877.
4. The personal data of the Participants shall be processed for the following purposes:
  - a) conclusion and performance of the Agreement between the Organizer and the Participant, including the handling of complaints – on the basis of Article 6(1)(b) of the GDPR, i.e. the processing is necessary for the performance of the Agreement or to take action at the request of the Participant prior to concluding the Agreement;
  - b) establishing, asserting or defending against potential claims between the Organizer and the Participant – on the basis of Article 6(1)(f) of the GDPR, i.e. on the basis of the Organizer's legitimate interest, which is the possibility to assert or defend against claims.
  - c) In addition, the image of the Participants recorded in accordance with §7 para. 1 is processed in order to implement the legitimate interests of the data controller consisting in the promotion of the Conference (Article 6 (1) (f) of the GDPR)
5. Participants' data may be transferred to the following entities: IT service providers, hosting providers, law firms, entities providing consultancy services and other service providers on the

basis of an appropriate entrustment agreement, other participants of the Conference (in terms of name and surname) in the case of the Participant's use of the chat function during the Conference.

6. Providing personal data by the Participant in the field of name, surname, entity represented, position, and e-mail address is voluntary yet necessary to conclude the Agreement through the Website (failure to provide personal data shall result in inability to conclude the Agreement).
7. The personal data of the Participants shall be processed until the expiry of the Agreement concluded by the Participant with the Organizer. Afterwards, the Organizer shall store it until the statute of limitations for claims.
8. The Organizer shall not make decisions regarding the Participants in an automated manner, including as a result of profiling.
9. The Participants shall have the right to: access their personal data, demand its rectification, deletion, restriction of its processing, the right to transfer personal data, and to object to the processing of personal data.
10. In order to exercise the above rights, it is necessary to contact the Organizer - using the contact details specified in Paragraph 2 above.
11. In the event of doubt regarding the correctness of personal data processing, the Participants shall have the right to lodge a complaint to the supervisory authority (i.e. the President of the Office for Personal Data Protection). Information on how to lodge such a complaint can be found at: <https://uodo.gov.pl/pl/83/155>