

## Rules and Regulations of the Clinic

These Rules and Regulations of Made By Diet Clinic (“**Rules and Regulations**”) define the principles of dietary services provided by Made By Diet Sp. z o.o. with its registered office in Warsaw, at the following address: ul. Twarda 18, 00-105 Warszawa, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register, under KRS No.: 0000868348, NIP (Business Statistical Number): 5252842497, REGON (Business Statistical Number): 387519819, share capital: PLN 73,000.00.

### § 1 Definitions

The terms used in these Rules and Regulations shall have the following meaning:

**Dietician** – a person providing dietary services on the basis of an employment or another legal relationship as part the Clinic’s activities, having appropriate qualifications to provide dietary services.

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**Offer** – specification of services provided by the Clinic with their prices. Prices indicated in the Offer are gross prices.

**Fee** – the amount of gross remuneration for a service, service package or any other performance, the value of which is indicated in the Offer or is individually agreed upon depending on the type of matter, tests and information obtained from the Patient.

**Patient** – a natural person having full legal capacity or a minor Patient using the services of the Clinic.

**Minor Patient** – a natural person who is under 18 years of age, without full legal capacity, using the services of the Clinic with the consent and under the supervision of a legal custodian.

**Service** – each dietary service provided by the Clinic, in particular including an interview and correspondence with the Dietician, analysis of laboratory test results, body composition analysis, preparation of dietary recommendations, a diet plan, dietary support and advice in line with the purchased service or service package.

**Stationary Service** – a service provided by the Clinic with the participation of both the Dietician and the Patient at the same place and time.

**Online Service** – a service provided by the Clinic remotely with the use of internet communicators and/or a phone.

**Working Days** – days from Monday until Friday, except for statutory holidays in this period.



**Working Hours of the Clinic** – from 9 a.m. until 5 p.m.

**Dietary service order** – a document filled in by Patients containing their contact data, data for the invoice (if applicable), specifying the scope of services ordered by the Patient and enabling order placement. This document may be in electronic or paper form.

**Diet diary** – a document filled in individually by the Patient, containing the specification of all meals consumed in the period indicated by the Dietician (3 consecutive days by default), the hour of consuming them and their composition. This document may be in electronic or paper form.

**Dietary questionnaire** – a document filled in individually by the Patient, containing the specification of information necessary to start the provision of the Service, according to a template provided by the Clinic. This document may be in electronic or paper form.

**Progress follow-up report** – a questionnaire filled in by the Patient used to provide information to the Dietician on the fulfilment of dietary recommendations, progress made, the current clinical condition and other information important for the Service provision, according to a template provided by the Clinic. This document may be in electronic or paper form.

## § 2 General provisions

1. Subject to item 2 below, dietary services may be used by people having full legal capacity.
2. The use of dietary services by a person without full legal capacity shall depend on the written consent given by his/her legal custodian by completing and sending back the **Minor patient appointment consent** form.
3. The Rules and Regulations shall apply to all Patients of the Dietary Clinic, their legal custodians and accompanying persons.
4. Responsibility for the observance of these Rules and Regulations by persons accompanying the Patient shall be borne by the Patient or by the legal custodian in the case of the Minor Patient.
5. The Dietician has appropriate qualifications to provide dietary advice and information as part of the offered consultations as well as services and tests.
6. The Dietician shall exercise due care in order to ensure acting in accordance with relevant applicable standard, respecting the Patient's rights and the principles of ethical behaviour and confidentiality.
7. Consultations with the Dietician are of informative nature and do not substitute medical advice.
8. The Patient acknowledges that the services provided by the Clinic do not guarantee the result expected by the Patient due to its complexity and numerous factors contributing to the result of dietary advice and procedures.

9. The Patient acknowledges that consultations with the Dietician include individual interpretation of the Patient's health condition and test results taking into account the current knowledge and experience of the Dietician and are based on the assumption that the Patient did not hide any information and stated only the truth in the questionnaire.
10. The Clinic shall not be held liable for any effects resulting from improper use of the diet, recommendations and supplementation contrary to the Dietician's instructions.
11. The Patient acknowledges that not following or following only partially the Dietician's recommendations and hiding any information or giving untrue information may adversely affect the Patient's health or, in special cases, constitute a threat to his/her life.
12. The validity period of a 3-, 6- or 12-month service package shall commence upon the date of performance of the first service in the package to be executed by the Clinic.
13. Services included in the package shall be used during the package validity period. Upon the expiry of the package validity period, any services not used shall be lost.
14. In exceptional random cases, such as death of a close family member, an accident, hospitalisation or disease, it shall be possible to freeze the validity of the package for a period of up to 3 months, however, this must be individually agreed upon with the attending dietician before the validity period of the package expires.
15. The amount for the unused part of the package shall not be reimbursed.
16. The Clinic may refuse the performance of a service or consultation to the Patient in the event that:
  - a) a suspicion exists that the Patient is a minor and does not have the consent of his/her legal custodian or is insane;
  - b) the Patient's behaviour shows that he/she is under the influence of alcohol, drugs, narcotic, psychotropic or other substances having similar effects to the substances referred to above;
  - c) the Patient's behaviour is offensive or violates the personal rights of the staff at the Clinic or third persons;
  - d) the consultation or the service provision would breach the provisions of generally applicable provisions of law, principles of professional ethics or would constitute unacceptable interference with third-party rights;
  - e) the consultation or the service provision might pose a threat to the Patient's health or life;
  - f) the Patient cancelled the appointment three times;
  - g) no payment covering the provision of a service or a service package was made.
17. The Patient or the legal custodian in the case of the Minor Patient shall be obliged to ensure that the personal data provided are compliant with the actual state and are the Patient's current personal data.



### § 3 Ordering and provision of the Services

1. Services shall be provided for a fee, in accordance with the currently applicable Offer published on the Clinic's website at <https://madebydiet.com>.
2. The Patient shall be registered during the process of purchasing of a service or service package selected by him/her on the Clinic's website at <https://madebydiet.com> or by sending an e-mail to [hello@madebydiet.com](mailto:hello@madebydiet.com), or by calling the number +48 22 112 10 25.
3. On the registration date, the Patient shall be obliged to fill in, sign and immediately send the **Consent to the processing of personal data (GDPR)** form to the e-mail address referred to in item 2 above.
4. If a service, services or a package of services are booked outside the Clinic's website referred to in item 2 above, the Patient shall be obliged to fill in and send back the **Dietary service order** form and pay for the purchased service or service package to a dedicated bank account, according to §4, item 1, point e) of these Rules and Regulations (payment in advance).
5. After making the payment to the bank account referred to in item 4 above, the Patient shall send the payment confirmation to the e-mail address [hello@madebydiet.com](mailto:hello@madebydiet.com).
6. Paying by a payment card or in cash for the service(s) or a package of services in the office where the Patient will have the appointment is possible only and exclusively in the following cases:
  - a) appointment was made through the independent website [znanylekarz.pl](http://znanylekarz.pl);
  - b) appointment was made by the Patient who has already used the services of the Clinic and this Patient does not have any outstanding liabilities towards the Clinic;
  - c) the service concerns the body composition analysis and is provided as part of an organised campaign, e.g. in sports facilities.
7. The payment referred to in item 6 above shall be made before starting the service performance (payment in advance).
8. Having paid for the service, the Patient shall receive:
  - a) **Consent to the processing of personal data (GDPR)** form,
  - b) **Diet diary** form,
  - c) **Dietary questionnaire** form or **Progress follow-up report** form,which the Patient shall fill in and then send back 3 days before the consultation date at the latest to the e-mail address [hello@madebydiet.com](mailto:hello@madebydiet.com).
9. The forms referred to in item 8 must be filled in and send back in electronic form. They shall not be printed out or filled in by hand.
10. After receiving the payment and with the forms referred to in item 4 above filled in, the Clinic shall confirm the service order by sending the Patient a message to the address of the Patient's electronic mail.



11. Together with the confirmation referred to in item 10 above, the Clinic shall send the Patient the current version of these Rules and Regulations (valid as at the date of the agreement).
12. Online consultations shall be conducted via electronic communication means agreed with the Dietician.
13. The Patient shall ensure appropriate functioning of his/her own communication means.
14. Depending on the needs, the Services may concern:
  - a) a dietary consultation – an appointment consisting in analysing the Patient's dietary problem, including medical history taking, dietary information collection, analysis of blood test results, with general recommendations sent by e-mail after the consultation,
  - b) conducting the body composition analysis,
  - c) follow-up consultation – an appointment consisting in evaluation of dietary changes and determining new dietary goals,
  - d) diet plans – individually determined diet plans based on collected medical and dietary information, taking into account food preferences, physical activity and blood test results.
15. The Patient shall be obliged to appear on time at the appointment connected with the performance of the ordered service.
16. If the Patient is late for the appointment, its duration shall be shortened by the time the Patient was late.
17. If it is not possible for the Patient to appear at an appointment, he/she shall be obliged to inform the Dietician about this fact at least 24 hours before the planned appointment.
18. If the Dietician is not informed by the Patient that he/she cannot keep the appointment in accordance with item 15 above or in the event that the appointment is not kept due to reasons on the part of the Patient (his/her absence or technical problems on his/her part), the Patient shall not be entitled to reimbursement of the payment for the service.

#### **§ 4 Payments and withdrawal from the agreement**

1. The Patient can make payment for a service, services or a service package purchased via the Clinic's website <https://madebydiet.com> according to his/her own choice:
  - a) using BLIK mobile payment system,
  - b) using PAYNOW payment gate operated by mBank S.A.;
  - c) by payment card – Blue Media S.A. is the entity providing online payment services in relation to payment cards. Available forms of payment: Payment cards: Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro”;





- d) via Google Pay – Blue Media S.A. is the entity providing online payment services in relation to Google Pay payments;
  - e) by wire transfer to the dedicated bank account number 73 1140 2004 0000 3902 8068 0621 at mBank.
2. Subject to the provisions of item 3 below, the Patient who concluded a distance agreement or concluded an agreement away from business premises shall have the right to withdraw from it without stating the reasons within 14 days of the conclusion thereof (in accordance with Articles 27 and 28 of the Act of 30 May 2014 on consumer rights) by sending a statement of withdrawal from the agreement to the e-mail address [hello@madebydiet.com](mailto:hello@madebydiet.com) using the template in Appendix No. 1 to these Rules and Regulations.
3. In the event of services consisting in:
- a) individual consultations and/or diet plans prepared according to the health and lifestyle information sent/provided by the Patient and used exclusively to meet the Client's customised needs (in accordance with Article 38, point 3 of the Act of 30 May 2014 on consumer rights);
  - b) an electronic product in the form of a diet plan constituting digital content not saved on a material carrier, if the service provision commenced with the Patient's express consent before the expiry of the period of withdrawal from the agreement and where the Patient was informed by the Dietician about the loss of the right to withdraw from the agreement (in accordance with Article 38, point 13 of the Act of 30 May 2014 on consumer rights);
- the right to withdraw from a distance agreement concluded with the Clinic shall be excluded.
4. If funds for a transaction made by the Patient need to be reimbursed, the Clinic shall reimburse the payment using the same means of payment that was used by the Patient, unless the Patient expressly accepted another way of reimbursement, which does not entail any additional cost on his/her part. Funds shall be reimbursed within 14 days of the date of receiving the Patient's statement on withdrawal from the agreement.
5. If funds for a transaction made by the Patient with the use of a payment card need to be reimbursed, the Clinic shall make the reimbursement to the bank account associated with the Patient's payment card.
6. The order fulfilment period shall run from the moment of successful payment authorisation.



7. Due to the non-material nature of the provided services, the cost of their delivery shall not be charged.
8. The provisions of this §4 of these Rules and Regulations shall apply also to a natural person concluding an agreement directly connected with his/her business activity where the content of the agreement clearly states that it is not of professional nature to this person, resulting in particular from the subject of his/her business activity, disclosed on the basis of the provisions on the Business Activity Central Register and Information Record (Article 38a of the Act of 30 May 2014 on consumer rights).

### **§ 5 Complaints**

1. The Patient shall be entitled to submit a complaint within 14 days from the service performance.
2. The complaint shall be sent to the e-mail address [hello@madebydiet.com](mailto:hello@madebydiet.com) as a PDF document or in a written form to the address: Made By Diet Sp. z o.o., ul. Twarda 18, 00-105 Warszawa.
3. A valid complaint shall include:
  - a) the Patient's full name;
  - b) the Patient's PESEL number;
  - c) the Patient's date of birth;
  - d) description of the service to which the Patient objects;
  - e) date of the service to which the Patient objects;
  - f) date of complaint;
  - g) correspondence address;
  - h) content of the complaint indicating all the objections;
  - i) handwritten signature or ePUAP signature, or qualified electronic signature.
4. If data or information given in the complaint need to be supplemented, before handling the complaint, the Clinic shall request the Patient making the complaint to supplement it within the prescribed period.
5. The complaint shall be handled within 30 days of the date of receiving a complete document, in accordance with item 4 above.
6. If the Patient's complaint is found to be justified, the Clinic may offer the Patient another form of the service provision or another service with a value equal to the service covered by the Patient's complaint which satisfies the Patient's expectations, or where the above is impossible – reimburse a part of or the entire fee paid by the Patient.
7. If the complaint is found to be groundless, the amount paid for the service or service package shall not be reimbursed.





## § 6 Copyright

1. All photographs and other materials (including texts, images, logo) placed on <https://madebydiet.com> website are the property of the Clinic or have been used by the Clinic with the consent of the third parties holding copyright to them. In particular, the Clinic shall be the entity exclusively authorised to use:
  - 1) the Community word mark “MADE BY DIET” registered by the European Union Intellectual Property Office under number: 018326039;
  - 2) the Community figurative and word mark “Made By Diet” registered by the European Union Intellectual Property Office under number: 018477936.
2. **It shall be forbidden to copy either the trademarks mentioned above or any texts, images, photographs and other materials and to reprint the content of <https://madebydiet.com> website without the previous written consent of the Clinic or another third person holding copyright to them.**
3. It shall also be forbidden for external entities to download photographs from <https://madebydiet.com> website and use them for marketing or commercial purposes.
4. Any interactive forms on the Clinic’s website shall constitute the exclusive property of the Clinic and cannot be made available to other persons, modified or used for purposes other than collaboration with the Clinic.
5. Any materials and documents created by the Clinic in the course of service provision, including in particular summaries of consultations, individual dietary recommendations, diet (meal) plans, etc. shall constitute a work within the meaning of the Act of 4 February 1994 on copyright and derivative rights, shall be intended for an individual patient and cannot be made available to any third persons.
6. When using the Clinic’s website, the Patient shall not be entitled to any interference with its digital content, structure, form, graphic layout or functioning mechanisms. It shall be forbidden that the Patient provide illegal content or use the Clinic’s website and the services provided by the Clinic in a manner contrary to law, principles of good conduct, in violation of personal rights of any third persons or the Clinic.
7. The Patient shall be entitled to use the Clinic’s website only for his/her own personal purposes. The Patient shall not be allowed to use the website's resources and functions to carry out any commercial or other activity violating the Clinic’s interest.

## § 7 Contact with the Dietician

1. Depending on the purchased service or package, the Patient may contact the Dietician by:
  - a) e-mail to the address [hello@madebydiet.com](mailto:hello@madebydiet.com) – the Dietician reserves the right to respond within up to 2 working days,





- b) phone at the number +48 22 112 10 25 on working days, from 9 a.m. until 5 p.m.
2. In special cases, the Patient and the Dietician may individually agree on another form and time of contact.

### **§ 8 Diet plan**

1. The diet plan shall be prepared on the basis of the information collected by the Dietician, blood test results and body composition analysis.
2. The diet plan shall be individually customised for the Patient, taking into account his/her diseases, mode of working, culinary skills and taste preferences.
3. The diet plan shall be sent to the Patient within 7 working days of the consultation date and providing the blood test results to the Dietician. The Patient and the Dietician may individually agree on a different diet plan preparation deadline.
4. The Clinic reserves the right for the Dietician to order additional tests, including to order additional blood tests to conduct a thorough analysis of the Patient's health condition.

### **§ 9 Body composition analysis**

1. The Clinic reserves the right to refuse performing the body composition analysis if health contraindication exists, in particular:
  - a) pacemaker;
  - b) epilepsy;
  - c) "Ability" type electrical devices in the abdomen and metal implants in the body (this does not apply to cochlear implants or the insulin pump);
  - d) pregnancy.
2. Before conducting the body composition analysis, the Patient or his/her legal custodian – in the case of the Minor Patient, shall each time be obliged to inform the Dietician of any contraindications to the performance of the assessment.

### **§ 10 Confidentiality**

1. The Dietician shall be obliged to maintain confidentiality to the extent required by and in accordance with applicable provisions of law, in particular the Code of Professional Ethics of the Dietician.
2. The Patient's documentation containing information such as: Dietary service order, Consent for Processing Personal Data (GDPR), Dietary questionnaire, Diet diary, etc. shall be kept for a period necessary to perform dietary services for the Patient, however, not longer than up to 2 years after the collaboration has ended.

3. If the Patient wants to collaborate with the Clinic again after 2 years, the collaboration shall start with dietary consultation.

### **§ 11 Protection of personal data**

1. The controller of your personal data processed in connection with the provision of dietary services shall be Made By Diet Sp. z o.o. with its registered office in Warsaw, at the following address: ul. Twarda 18, 00-105 Warszawa, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register, under KRS No.: 0000868348, NIP (Business Statistical Number): 5252842497, REGON (Business Statistical Number): 387519819, share capital: PLN 73,000.00.
2. Detailed information on the processing of personal data can be found in our Privacy Policy.

### **§12**

#### **Non-judicial methods of handling complaints and pursuing claims – ODR platform**

1. The Patient may use the Online Dispute Resolution (ODR) platform, in accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).
2. The purpose of the European ODR platform is to facilitate independent, impartial, transparent, effective, fast and just non-judicial online dispute resolution between consumers and entrepreneurs concerning contractual obligations resulting from online sale agreements or service provision agreements concluded between consumers living in the European Union and entrepreneurs with their registered offices in the European Union.
3. The electronic link to the ODR platform is [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr)
4. At the same time, we would like to remind you the Clinic's contact e-mail address: [hello@madebydiet.com](mailto:hello@madebydiet.com)
5. Using available non-judicial means of complaint handling and claims pursuit shall be possible after the completion of the complaint procedure and shall be voluntary – both parties must agree to this method. The Clinic agrees to non-judicial means of dispute resolution with the Patients.

### **§ 13 Final provisions**

1. The Clinic reserves the right to amend these Rules and Regulations.



2. The Clinic shall communicate each amendment to these Rules and Regulations on <https://madebydiet.com> website.
3. New Rules and Regulations shall apply to services ordered after the date of amending the Rules and Regulations.
4. The content of these Rules and Regulations may be saved by printing out, saving on a carrier or downloading at any moment from the Clinic's website.
5. The Clinic's contractual liability towards a Patient not being a consumer due to non-performance or improper performance of an obligation shall be limited to the amount of the service fee paid. The Clinic's liability to the extent referred to above shall not cover benefits that a Patient not being a consumer could have obtained if no harm had been done to him/her.
6. To any matters not regulated in these Rules and Regulations, generally applicable provisions of the Polish law shall apply, in particular: the Polish Civil Code and the Act on consumer rights.
7. These Rules and Regulations shall enter into force as of 14 June 2022.



## Appendix No. 1

Model statement on withdrawal from a distance agreement or an agreement concluded  
away from business premises

Place, date

.....  
.....  
.....

Full name of the Patient(s)

Address of the Patient(s)

Made By Diet Sp. z o.o.

ul. Twarda 18

00-105 Warszawa

NIP (Tax Identification Number): 5252842497

**Statement****on withdrawal from a distance agreement  
or an agreement concluded away from business premises**

I/we (\*).....hereby inform you (\*) about my/our(\*) withdrawal from the sale  
agreement regarding the following objects(\*) .....  
agreement on the delivery of the following objects(\*) .....  
contract of mandate consisting in the execution of the following object/provision of the  
following service(\*).....

Date of conclusion of the agreement<sup>1</sup>/receipt<sup>2</sup>(\*)..........  
Signature(s) of the Patient(s)

(\*) Delete as appropriate

<sup>1</sup> Please enter for the service provision agreement.<sup>2</sup> Please enter for the goods purchase agreement.