

## **Terms and Conditions for providing services by electronic means**

*Effective as of 01/10/2022*

Hello,

HiPets is a website that allows you to reach potential customers interested in services in various areas of animal care.

The administrator of the website and providing services by electronic means is HIPETS APP LTD (a company registered in England and Wales under company number 14348396 whose registered office is at Craven House 40-44 Uxbridge Road, Ealing, London, United Kingdom, W5 2BS);

Contact regarding the website is possible at [contact@hipets.com](mailto:contact@hipets.com).

Below are the regulations describing the rules of using the website.

### **§ 1 Definitions**

In these Terms and Conditions, the following terms shall have the meanings set out below:

- 1) Administrator - HIPETS APP LTD (a company registered in England and Wales under company number 14348396 whose registered office is at Craven House 40-44 Uxbridge Road, Ealing, London, United Kingdom, W5 2BS);
- 2) Customer - a natural person using the Website interested in the services provided by the Facility or Expert,
- 3) Expert - a legal person, an organizational unit that is not a legal person, to which the law grants legal capacity, a natural person or a civil law partnership that provides services in a specific field of animal care,
- 4) Expert's Employee - a natural person using the Website as part of the access provided to the Website by the Expert,
- 5) Privacy Policy - the privacy policy is available at [https://www.hipets.com/privacy\\_policy.pdf](https://www.hipets.com/privacy_policy.pdf),
- 6) Regulations - the regulations are available at <https://merchant.hipets.uk/download/terms.pdf>,
- 7) Website - the website is available at <https://hipets.com>,

### **§2 Preliminary provisions**

1. The Administrator provides the Expert with the services electronically.
2. The services provided electronically by the Administrator may only be used by entities with full legal capacity.
3. The Regulations establish the rules for the provision of electronic services, in particular the rights and obligations of the Administrator and the Expert.
4. If the Administrator concludes a separate agreement with an Expert in connection with the use of the Website, the provisions of this agreement take precedence over the Regulations, and the Regulations apply to the extent not covered by this agreement.
5. The Expert is responsible for the use of the Website by the Expert's Employees. All actions of the Expert's Employees are treated as the actions of the Expert. When referring to the use of the Website by a Expert, this also applies the use of the Website by the Expert's Employees. The

Expert is obliged to familiarize all Expert's Employees using the Website with the content of the Regulations and the Privacy Policy.

6. The Administrator provides the Expert with a possibility of using the Website but is not a party to the agreements that the Expert concludes with Customers regarding the use of the Website. The role of the Administrator is limited to connecting the Customer with the Expert. The Expert independently determines the conditions for the provision of his or her services to Customers.
7. The Expert's use of Website functions other than reading the publicly available content of the Website is non-gratuitous in accordance with the provisions of § 4 of the Regulations.
8. Browsing the publicly available content of the Website is possible without providing personal data, but the use of some functions of the Website may require providing certain data via forms available on the Website.
9. To use the Website, the computer or any other device of the Expert does not have to meet any specific technical conditions. It is sufficient to have:
  - 1) Internet access,
  - 2) standard operating system,
  - 3) standard Internet browser,
  - 4) an active e-mail address and an active telephone number.
10. In order to ensure the safety of the Expert and the transfer of data related to the use of the Website, the Administrator takes technical and organizational measures appropriate to the degree of threat to the security of the services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.
11. The Administrator takes steps to ensure the proper functioning of the Website. The Expert should inform the Administrator about any irregularities or interruptions in the functioning of the Website.

### **§ 3 Business account**

1. The Expert may register the User's account on the Website.
2. The Expert may have one business account on the Website for each of his stationary facilities, as part of which he or she provides services. The Administrator is entitled to delete redundant business accounts that the Expert tries to register.
3. Registration of the business account leads to the conclusion of an agreement with the Administrator for the provision of electronic services in the form of business account management and providing the Expert with the possibility of using the Website functions available only to business account holders with an account, which functions are described in the Regulations. The agreement is concluded for an indefinite period, and either party may terminate it with effect at the end of the test period or the settlement period referred to in § 4 of the Regulations.
4. The Expert is obliged to provide and maintain up-to-date, reliable and true information related to the business or professional activity expected by the Administrator for the purposes of the business account. The Administrator is entitled to verify this data, and in case of doubts as to their credibility, to block the Expert's ability to use the Website functions other than logging in to the business account. In such a situation, the Expert has the right to submit explanations. If the Administrator finds the explanations satisfactory, he or she removes the block. Otherwise, the Administrator is entitled to terminate the agreement referred to above with immediate effect.
5. The Expert is obliged to ensure the confidentiality of access data to his or her business account, and in the event of leakage of access data, to immediately notify the Administrator of this fact in order to block the possibility of logging in to the Expert's business account. The Administrator is not responsible for damages resulting from access to the Expert's business account by unauthorized persons.

#### **§ 4 Remuneration and settlement periods**

1. Business account registration is free of charge.
2. In the first 14 days since registering a business account, the Expert may use all the functions of the Website free of charge during the test period. The Expert is entitled to only one test period.
3. After the test period expires, further use of the Website functions other than logging in to the business account requires the payment of the basic or additional remuneration to the Administrator.
4. The basic remuneration is paid in advance for the settlement period chosen by the Expert.
5. The amount of the basic remuneration and the available settlement periods are presented on the Website. The conditions in force at the time of issuing the invoice by the Administrator are binding for the Expert. The Administrator is entitled to change the conditions at any time. The changed conditions apply after the settlement period during which the conditions change. If the Expert does not accept the changed conditions, he or she can, without incurring costs, cease using the paid functions of the Website and terminate the agreement concluded with the Administrator with immediate effect.
6. The additional remuneration applies to the SMS message function referred to in § 8 of the Regulations. For the first 6 months since registering a business account, sending the SMS messages is free of charge. After this period, the remuneration for each SMS message sent is PLN 0.11 net + VAT at the rate applicable at the time of issuing the invoice.
7. The additional remuneration is payable in arrears for each month of using the SMS message function, regardless of the applicable settlement period.
8. The payment is made on the basis of an invoice with a 7-day payment deadline delivered by e-mail to the main e-mail address assigned to the business account.
9. In the event of delay in payment of remuneration over 14 days, the Administrator is entitled to block the Expert from using the Website functions other than logging in to the business account, without affecting the duration of the settlement period. The blockade will be removed within one business day after the overdue payment has been credited to the Administrator's bank account or after the overdue payment has been sent at the [contact@hipets.com](mailto:contact@hipets.com) e-mail address.
10. Each settlement period begins on the date the invoice is issued by the Administrator. The settlement period runs even when the blockade referred to above is imposed, as well as when the Expert does not log into the business account.
11. The basic remuneration is due to the Administrator for just providing the Expert with the possibility of using the Website functions, regardless of the fact whether the Expert actually uses these functions at the time.
12. If the Expert uses the prepayment function referred to in § 6 sec. 4 of the Regulations, he or she bears the costs associated with this function. The payment for each transaction is 1.4% of the transaction value + PLN 1. The payment is automatically deducted from the transaction amount. After the end of the month, the Expert receives a collective invoice for the amount corresponding to the payments charged in the month. The invoice is issued by the payment operator who provides the Expert with the payment intermediation service directly to the Expert, regardless of the Administrator.

#### **§ 5 Business cards**

1. The Expert has the option of publishing a business card presenting the Expert or the Expert's Employees on the Website.
2. The Expert may decide on the content of the business card within the available options previously

programmed by the Administrator.

3. By publishing a business card, the Expert grants the Administrator a free, non-exclusive and territorially unlimited license to distribute on the Website the content presented by the Expert as part of the business card and to use this content as part of marketing activities carried out by the Administrator related to the Website, in particular via the Internet. The license is granted for an indefinite period of time. If the content referred to above includes images of natural persons, the license also includes the consent to distribute these images. If the content referenced above includes trademarks, these trademarks are also licensed.
4. By publishing a business card, the Expert declares readiness to service Customers who make contact with the Expert via the Website. If the Administrator becomes aware that contact with the Expert is difficult, the Expert refuses to provide services to Customers or unnaturally restricts the availability of his or her services, the Administrator has the right to demand that the Expert provides explanations in this regard, and if the explanations turn out to be unsatisfactory or the situation repeats despite the explanations, the Administrator is entitled to limit or exclude the availability of the dates of possible appointments presented as part of the business card, or to completely disable the visibility of the business card on the Website.
5. It is forbidden to include in business cards:
  - 1) content that infringes intellectual property rights, such as copyrights, trademarks, etc.
  - 2) content that violates personal rights,
  - 3) content containing images of third parties, unless these third parties have given their consent to the publishing of their images in accordance with the conditions of the license referred to above,
  - 4) personal data of third parties, unless these third parties have consented to the publishing of their data in accordance with the conditions of the license referred to above,
  - 5) content that is unreliable, untrue or misleading,
  - 6) aggressive marketing messages,
  - 7) erotic, pornographic, vulgar, iconoclastic, discriminatory content, inciting to aggression, hatred, homophobic content, etc.,
  - 8) any other unlawful or deceptive content.
6. In the event of submitting claims to the Administrator related to the use of the content by him or her in accordance with the conditions of the license referred to above, the Expert is obliged to provide the Administrator with all assistance to defend against these claims and release the Administrator from liability to the fullest extent possible, and if exemption from liability turns out to be impossible or difficult, reimburse the Administrator for any costs incurred in connection with claims addressed to the Administrator, in particular costs of legal assistance, including representation by a professional attorney, court costs, damages, including those resulting from concluded settlements.
7. The Administrator is entitled to block the visibility of business cards that are inconsistent with the law, decency or the Regulations on the Website. In such a situation, the Expert has the right to submit explanations or correct the business card. If the explanations or corrections are found to be satisfactory by the Administrator, the visibility blockade is removed. The visibility blockade does not affect the amount of the remuneration due to the Administrator for the use of the Website by the Expert.
8. As part of the business card, you can also see opinions about the Expert added by Customers who have previously used the services of the Expert. If the Expert believes that any opinion is offensive, contains profanity or promotes another facility, he or she may report this fact to the Administrator in order to clarify the matter. If the Administrator agrees with the standpoint of a Expert, he or she may moderate or remove the opinion.

## § 6 Reservations and calendar

1. The Expert has the option of accepting appointments via the Website for booking appointments as part of their services related to the care of animals and managing the appointment calendar, including manually adding appointments other than those booked via the Website.
2. In order to accept bookings of appointments via the Website, the Expert from the business account level must:
  - 1) fill in information about the facility, in particular the address, telephone number, business description, opening hours,
  - 2) introduce the scope of services provided, the type of appointments available, the rules of remuneration,
  - 3) fill in the employee availability schedule,
  - 4) fill in the photo gallery,
  - 5) enter other information required by the Website,
  - 6) enable the visibility of the Expert on the Website.
3. The Expert is responsible for the reliability, rightness and truthfulness of the information referred to above, and the Customer may address claims directly to the Expert in this regard.
4. The Expert may turn on the necessary prepayment option in the process of booking the appointment. For this purpose, the Expert must register with the payment intermediary indicated by the Administrator, according to the instructions provided by the Administrator.
5. Making an appointment by the Customer leads to the conclusion of an agreement with the Expert for the provision of the service, under which the Expert undertakes to perform the service selected by the Customer at the booking stage, and the Customer shall pay the Expert a remuneration, with the proviso that the Expert may propose a modification of the scope of services or refuse to provide the service at all, if it turns out that the Customer's expectations are impossible to meet, endanger the health or life of the animal, are inconsistent with the professional practice of an Expert, etc. In such a situation, the Expert is obliged to return all or part of the payment made to the Expert, and if the modification of the scope of the service involves an increase in the Expert's remuneration, for which the Customer agreed in a conversation with the Specialist, the Customer shall pay the Expert additional remuneration.
6. As the agreement for the provision of the service related to the booked appointment is concluded directly between the Customer and the Expert, the Expert has obligations resulting from legal provisions related to the agreement concluded in this way, in particular obligations resulting from the Act on consumer rights. Therefore, the Administrator provides the Expert with the possibility of fulfilling the information obligations by using a document generated by the Administrator's ICT system on the basis of a template, which is an attachment to these Regulations, and which the Customer accepts when booking a visit to the Expert (regulations for the provision of services by an Expert). The possibility provided in this respect by the Administrator does not constitute legal assistance provided to the Expert. The Expert may modify the content of the document referred to above in accordance with the rules for the provision of services used by him or her. The Expert is solely responsible for using his or her own regulations for the provision of services, even in a form generated by the Administrator's ICT system.
7. The Administrator is not a party to the contract referred to above. The role of the Administrator is limited to providing the Expert with the technical possibility of concluding a contract directly with the Customer.
8. Bookings made by Customers may be canceled by them. If the booking was accompanied by a prepayment and the booking was canceled no later than 24 hours before the booked date of the appointment, the amount of the prepayment is automatically refunded to the Customer. If the booking is canceled later than 24 hours before the booked date of the appointment, the Customer

may individually ask the Expert to refund the prepayment, but the Expert can make his or her own decision in this regard. Despite the cancellation of the reservation, the Expert bears the costs referred to in § 4 sec. 12 of the Regulations.

9. The Expert is a self-directed and independent collector of the personal data of Customers who book an appointment via the Website, which means that the Expert is responsible for all obligations related to the protection of personal data.
10. In addition to accepting bookings of appointments via the Website, the Expert also has the option, from the level of the business account, to independently enter into the appointment calendar managed outside the Website.
11. The Expert may also commission the Administrator to import the transferred contact database to the Customer base operating under the Expert business account on the Website. If you are interested in such a solution, the Administrator will provide the Expert with instructions on the correct format of the contact database to enable import.
12. If the Expert enters the personal data of another Customer into the calendar from the level of his business account or orders the Administrator to import the contact database, it is an order for the processing of personal data issued to the Administrator and is covered by the provisions of entrusting the processing of personal data constituting an appendix to the Regulations. At the same time, the Expert declares that he or she is entitled to enter his or her Customer's personal data into the database in the business account or to import the contact database and that the Customer to whom the data pertain are aware that their data will be processed by the Administrator, in particular for the purpose of sending SMS messages to Customers in accordance with § 8 of the Regulations.

## **§ 7 Online consultations**

1. The Expert can conduct a video conversation with the Customer.
2. Video calls are conducted via the ICT system provided by the Administrator;
3. In order to conduct a video consultation, the Expert is provided with a link to a virtual room where the on-line appointment takes place.
4. The Administrator ensures the proper security of the ICT system used to conduct on-line appointments in order to ensure the confidentiality of the information provided during the appointment.

## **§ 8 SMS notifications**

1. The Expert has the option of sending SMS messages to the Customers who booked an appointment to the Expert via the Website and to the Expert's Customers who are added to the database as part of the business account by the Expert.
2. SMS messages are sent automatically in the following situations:
  - 1) booking an appointment in the event of adding an appointment to the calendar by the Expert him- or herself in accordance with § 6 sec. 10 of the Regulations (the Expert has the option to disable this type of message each time with regard to the added appointment),
  - 2) cancellation of the appointment,
  - 3) editing of the appointment,
  - 4) reminder about the date of the appointment,
  - 5) invitation to use the Website (only when adding an appointment to the calendar independently by the Expert in accordance with § 6 sec. 10 of the Regulations or adding the

Customer to the Expert's database as part of import in accordance with § 6 sec. 11 of the Regulations).

## **§ 9 Unlawful conduct**

1. The Expert is obliged to use the Website in a manner consistent with the law, the Regulations and public decency.
2. In particular, the following actions are forbidden:
  - 1) creating business cards with violation of the rules described in the Regulations,
  - 2) providing or maintaining false, unreliable or misleading information about the business or professional activity and services provided,
  - 3) sending illegal content,
  - 4) using the Website to conduct marketing activities,
  - 5) attempts to redirect traffic on the Website or promote a different online booking platform,
  - 6) processing personal data via the Website in a manner inconsistent with the provisions on the protection of personal data,
  - 7) violating the privacy of other Users of the Website,
  - 8) making attempts to access resources not intended for the Expert,
  - 9) making attempts to disturb the proper operation of the Website,
  - 10) making attempts to obtain data for purposes other than the subject of the Website,
  - 11) committing actions bearing the features of unfair competition referred to in the Act on combating unfair competition, in particular making attempts to impersonate the Administrator or acting to his or her detriment,
  - 12) infringing copyrights to the elements, contents of the Website.
3. In the event of unauthorized use of the Website by an Expert, the Administrator is entitled to block the Expert from using the Website functions other than logging in to a business account. In such a situation, the Expert has the right to submit explanations. If the Administrator finds the explanations satisfactory, he or she removes the blockade. Otherwise, the Administrator is entitled to terminate the contract with the Expert with immediate effect without the Expert's right to reimburse the remuneration previously paid to the Administrator, which is a contractual penalty for unauthorized use of the Website.

## **§ 10 Complaints**

1. Complaints related to services provided electronically by the Administrator may be submitted in writing at the address of the Administrator's seat or by electronic means at the address [contact@hipets.com](mailto:contact@hipets.com),
2. The complaint should contain data allowing the identification of the Expert, a description of the circumstances to which the complaint relates and the requests related to the complaint.
3. The Administrator shall process the complaint in 14 days from the day of its receipt.

## **§ 11 Personal data and privacy**

1. The collector of the personal data of an Expert or Expert's Employees is the Administrator.

2. In matters related to the processing of personal data by the Administrator, contact is possible at the following e-mail address [contact@hipets.com](mailto:contact@hipets.com),
3. The Expert's personal data is processed by the Administrator in order to provide electronic services pursuant to art. 6 sec. 1 point b of the GDPR (performance of the agreement), and in the case of Expert Employees pursuant to art. 6 sec. 1 point f of the GDPR (legitimate interest pursued by the Administrator) and for archival purposes for the purposes of investigating, determining or defending claims pursuant to art. 6 sec. 1 point f of the GDPR (legitimate interest pursued by the Administrator).
4. If the Expert makes a complaint, the personal data is also processed by the Administrator in order to handle the complaint process and for archival purposes for the purpose of investigating, establishing or defending claims pursuant to art. 6 sec. 1 point f of the GDPR (legitimate interest pursued by the Administrator).
5. Personal data is stored until the expiry of the limitation period for claims related to services provided electronically.
6. Rights related to the processing of personal data: the right to request the Administrator to access his or her personal data, the right to rectify it, the right to delete it, the right to limit data processing, the right to object to data processing, the right to transfer data, and the right to submit complaints to the supervisory authority.
7. In a situation where the Expert concludes an agreement with the Customer, the Expert is a self-directed, independent collector of the Customer's personal data.
8. If the Expert enters personal data of other persons into a business account, this constitutes an instruction to process such personal data issued to the Administrator and is covered by the principles of entrusting the processing of personal data, which are attached to the Regulations.
9. The Website uses cookie technology and other similar tracking technologies.
10. Details related to the processing of personal data and cookies are described in the Privacy Policy.

## **§ 12 Reporting of breaches**

1. If the Facility or the Expert believes that any materials, content or information contained in the Website violate his or her rights, goods or interests, he or she may send a relevant notification at the following e-mail address [contact@hipets.com](mailto:contact@hipets.com),
2. The Administrator reviews the reports immediately, no later than within 14 days.

## **§ 13 Miscellaneous**

1. The Regulations may be changed for important reasons such as legal, technological or business changes. The Expert is notified in advance via e-mail about the planned amendment to the Regulations. In case of disagreement with the introduced changes, the Expert may, without incurring any costs, stop using the services provided electronically by the Administrator, including terminating the contract for the provision of electronic services with immediate effect.
2. Any disputes related to the Website are resolved by the court having jurisdiction over the Administrator's seat.

## **Appendix - rules for entrusting the processing of personal data**

1. The Expert entrusts the Administrator with the processing of personal data of Customers, which he or she enters him- or herself into the Administrator's ICT system as part of the business account or which are in the contact database, which the Expert orders the Administrator to import into the Administrator's ICT system.
2. The personal data referred to above includes the following customer information:
  - 1) name and surname,
  - 2) email address,
  - 3) telephone number,
  - 4) details related to booked appointments.
3. The Administrator processes the data entrusted to him or her solely for the purpose of providing the Expert with electronic services on the conditions set out in the Regulations. The Administrator cannot process the data entrusted to him or her for other purposes.
4. The processing of the entrusted data is carried out automatically in the Administrator's ICT system.
5. The Administrator authorizes all employees or contractors involved in the processing of entrusted data to process personal data.
6. The Administrator and persons authorized to process personal data by the Administrator are obliged to maintain secrecy with regard to the entrusted data.
7. The Administrator uses appropriate technical and organizational measures to ensure proper security of the entrusted data. These are, in particular, the following measures:
  - 1) reliable and up-to-date documentation of personal data protection
  - 2) granting authorizations to process personal data,
  - 3) staff training in the field of personal data protection,
  - 4) verification of sub-processors,
  - 5) access control to data processing areas,
  - 6) separation of the resources of the collector and the processor,
  - 7) anti-virus software,
  - 8) data encryption,
  - 9) backup copies.
8. The Administrator may use the services of another processor only with the prior consent of the Expert. By accepting the Regulations, the Expert accepts the following sub-processors:
  - 1) Amazon Web Services EMEA SARL for the storage of data on the server
  - 2) Google Ireland Limited in the scope of data storage on mail servers,
  - 3) Hubspot in the field of data processing within the CRM system,
  - 4) SMS API for SMS communication,
  - 5) MailerLite in the field of e-mail communication,
  - 6) Clickmeeting for online meetings.
9. If a request is made to the Expert from a natural person whose data the Expert is the collector, in terms of exercising the rights set out in Chapter III of the GDPR, and the Expert will need the Administrator's help in fulfilling the obligation to respond to this request, the Expert will send an appropriate request to the Administrator for assistance, and the Administrator, as far as technical and organizational possibilities allow, will provide the Expert with assistance within 7 working days. Under no circumstances does this include legal assistance.
10. The Expert is an entity solely responsible for answering questions and requests regarding the exercise of the rights of data subjects, including requests for access, rectification, deletion, erasure, receipt or limitation of the processing of personal data.
11. If the data subject applies directly to the Administrator in order to exercise his or her rights, the

Administrator will forward such a request to the Expert in order to deal with the matter.

12. In the event of a breach of the protection of the entrusted personal data, the Administrator, without undue delay, if possible, no later than 48 hours after finding the breach, reports it to the Expert. In such a situation, the Administrator also provides the Expert, at his or her request, with information indicated by the Expert, which is necessary for the Expert to fulfill the obligation to notify the breach to the President of the Personal Data Protection Office.
13. In the event of a breach of the protection of entrusted personal data, which:
  - 1) arose through the sole fault of the Expert, in the scope of data entrusted to the Administrator - the costs of handling the breach are borne by the Expert,
  - 2) arose through the sole fault of the Administrator, in the scope of data entrusted to the Administrator - the costs of handling the breach are borne by the Administrator,
  - 3) was created both by the Expert and the Administrator - the costs of handling the breach are borne by both parties, in proportion to the degree of contribution to the breach.
14. If the Expert determines that he or she needs the Administrator's help in relation to the assessment of the effects of the planned processing operations for the protection of personal data, he or she will notify the Administrator about it, and the Administrator, if it is technically and organizationally possible, will provide the Expert with assistance within 30 business days. Under no circumstances does this include legal assistance.
15. After the end of the provision of services related to processing, the Administrator deletes the entrusted data and all their existing copies, unless their further storage is necessary to establish, assert or defend claims related to the services provided. In such a situation, however, the Administrator becomes a self-directed collector of this personal data, independent of the Expert.
16. The Expert may at any time instruct the Administrator to stop processing the entrusted personal data, in particular if the Administrator processes the entrusted personal data in violation of these rules.
17. At the request of the Expert, the Administrator provides the Expert with all information necessary to demonstrate compliance with the obligations set out above and enables the Expert or an auditor authorized by the Expert to conduct audits.
18. The Expert is obliged to notify the Administrator of the planned audit in advance, not less than 7 calendar days, and in the event of a suspected infringement of personal data protection rules by the Expert, this period may be shortened to 3 calendar days.
19. After the audit, a post-control report is prepared, in which the Expert may indicate any deficiencies in the processing of personal data. The report is provided to the Administrator no later than 14 calendar days from the date of completion of the audit. The Administrator may refer to the reservations no later than 7 calendar days from the date of receipt of the inspection report.
20. The Administrator is obliged to immediately implement post-inspection recommendations.
21. The costs of the audit will be borne by the Expert.
22. The Expert is obliged to:
  - 1) notify the Administrator of all circumstances affecting the processing of entrusted data,
  - 2) notify the Administrator of any inspections carried out by state authorities, including the President of the Personal Data Protection Office, which are related to entrusting the processing of data to the Administrator,
  - 3) notify the Administrator of any claims of data subjects related to the processing of entrusted data,
  - 4) notify the Administrator of the expiry of the prescribed period of processing of the entrusted personal data and the need to remove or destroy them, in accordance with the personal data retention procedure adopted by the Expert; in the event that the Expert does not instruct the

Administrator to delete or destroy personal data, the Administrator is obliged to store such data until receiving an appropriate instruction.

## **Appendix - Expert's regulations**

### Terms and Conditions of Services

1. Service Provider: name and data of the selected Expert
2. Service Recipient: a natural person who books a stationary appointment or an on-line appointment to the Service Provider via HiPets.
3. A single appointment may refer to only one animal owned by the Service Recipient.
4. The appointment takes place on the basis of an agreement concluded in accordance with the HiPets regulations, available at <https://www.hipets.com/terms.pdf>, and with the regulations.
5. The service is provided personally by a person selected by the Service Recipient at the stage of booking an appointment.
6. The scope of the service results from the description of the service on the HiPets website or in application. In case of doubts as to the scope of the service, the Service Recipient should contact the Expert before booking the appointment.
7. The service is provided against payment, in accordance with the Service Provider's price list in force at the time of booking an appointment. If the payment is determined in the price list by indicating the range, the final amount of the payment will be determined during the appointment with the Service Provider.
8. The service is performed in a place resulting from the type of selected during booking an appointment:
  - 1) stationary appointment - the appointment takes place at the premises of the Service Provider, at the address indicated on the Website or in the Application; The Service Recipient bears the costs of travel to the place of the appointment,
  - 2) appointment requiring travel - the appointment occurs at the place indicated by the Service Recipient, within the limits of the Service Provider's territorial availability specified in the business card on the Website or the HiPets Application; The Service Recipient is obliged to ensure the conditions for the appointment provided to him or her by the Service Provider,
  - 3) on-line appointment - the appointment takes place via the ICT system provided by the Administrator of the Website and the HiPets Application; The Service Recipient is obliged to provide for him- or herself with the hardware, software and connection to the Internet that allow for uninterrupted online video consultation.
9. The Service Provider may require a prepayment when making an appointment. If the prepayment concerns only part of the remuneration, it shall be treated as a prepayment referred to in art. 394 of the Civil Code. If, on the other hand, the prepayment concerns the entire remuneration, it is treated as a payment in advance of the remuneration due to the Service Provider.
10. During or before the appointment, the Service Provider may propose a modification of the scope of the service or refuse to provide the service at all, if it turns out that the Service Recipient's expectations are not possible to meet, endanger the health or life of an animal, and are inconsistent with the practice of the profession etc. In such a situation, the Service Provider is obliged to return all or part of the payment made to the Service Provider, and if the scope of services is modified, involves an increase in the Service Provider's remuneration, to which the Service Recipient agrees in a consultation with the Service Provider, the Service Recipient is obliged to pay the Service Provider additional remuneration.
11. The appointment takes place on the date selected by the Customer during the process of making an appointment. Changing the date of the appointment is possible only with the consent of the

Service Provider within the limits of the Service Provider's availability resulting from his or her calendar.

12. If the Service Recipient does not come to the appointment despite the binding agreement with the Service Provider, the remuneration is due to the Service Provider for the mere readiness to carry out the appointment.
13. The Service Provider is the collector of the Service Recipient's personal data, which are processed in order to provide the service pursuant to art. 6 sec. 1 point b of the GDPR, and then for archival purposes for the purposes of investigating, determining or defending claims, which is a legitimate interest pursued by the Service Provider, referred to in art. 6 sec. 1 point f of the GDPR. The recipient of the data is the provider of the HiPets Application, within which the data is collected and processed.
14. The Service Recipient may withdraw from a distance agreement with the Service Provider within 14 days of its conclusion. Withdrawal is possible as part of the appointment cancellation mechanism as part of the HiPets application or by individual contact with the Service Provider.
15. The right to withdraw from the agreement is not due if the Service Provider has fully performed the service with the express consent of the Service Recipient who was informed before the commencement of the service that after the Service Provider has fulfilled the service, he or she will lose the right to withdraw from the agreement.
16. The Service Provider is obliged to perform the service with due diligence. In the event of dissatisfaction with the service, the Service Recipient may submit a complaint in writing to the address of the Service Provider's seat or electronically to the Service Provider's e-mail address. The complaint should contain data allowing the identification of the Service Recipient, a description of the circumstances to which the complaint relates and the requests related to the complaint. The Service Provider shall process all complaints within 14 days from the date of its receipt.