

RULES FOR PURCHASING GIFTS OF BEAUTY ON-LINE

GLOSSARY

Seller - DR IRENA ERIS S.A.(joint stock company), ul. Armii Krajowej 12, 05-500 Piaseczno, NIP (tax identification number): 1230288525, REGON (National Business Registry Number): 012186410, District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, KRS Register number: 0000051003, paid-in share and capital PLN 35,313,800; e-mail address: Instytuty.Biuro@DrIrenaEris.com, which issues the Gift of Beauty

Gift of Beauty - a gift card issued to the bearer, containing a specific serial number, entitling the Buyer to redeem it at Institutes up to a specified amount of money.

Buyer - a person who receives a Gift of Beauty from the Seller in exchange for payment of certain funds, who is a consumer as defined in the provisions of the Civil Code, with full legal capacity.

Seller and Buyer - collectively referred to as the "Parties".

The following text constitutes Rules of the online Store run at Instytuty.DrIrenaEris.com website.

The Store operator is Dr Irena Eris S.A., ul. Armii Krajowej 12, 05-500 Piaseczno

These Rules define the regulations for sale of Gifts of Beauty on-line and apply to the Seller and all Buyers using the services of the online Store, who are obliged to read their provisions. All matters not covered by these Rules shall be resolved according to provisions of the Civil Code.

The sale of Gifts of Beauty is effected via the Internet, in the form of a distance contract between the Buyer and the Seller.

The purchase of Gifts of Beauty by electronic means with an indication of the name and surname of a

third party for whom the purchase is made - and who is not the Buyer - for further delivery by the Seller in the form of a courier shipment is not possible, due to the fact that the Seller has not obtained a consent from the third party to process his personal data. The above is due to the changes introduced by the provisions specified in detail in European Parliament and Council Regulation (EU) 2016/679 of April 27, 2016 on protection of natural persons with regard to processing of personal data and on free transfer of such data, and repealing the Directive 95/46 /EC (general regulation on protection of personal data), so-called: GDPR privacy notice.

Dr Irena Eris S.A., hereinafter referred to as the Seller, has the exclusive right to run the abovementioned Store.

The Gifts of Beauty that are offered in the on-line store at Instytuty.DrIrenaEris.com website are brand new, free from physical and legal defects and have been legally introduced to the Polish market.

Seller information:

Dr Irena Eris S.A

ul. Armii Krajowej 12, 05-500 Piaseczno

NIP (Tax Identification Number): 1230288525

Regon (National Business Registry Number): 012186410

KRS: 0000051003

Account: ING Bank Śląski SA: 75 1050 1025 1000 0023 5939 8803 Contact details: Instytuty.Biuro@DrIrenaEris.com, tel. (22) 701-29-00

Correspondence address: Dr Irena Eris SA, ul. Puławska 107A, 02-595 Warsaw

I. ACCEPTANCE OF AN ORDER

- 1. The online Store sells Gifts of Beauty via the Internet.
- 2. To place an order, the Buyer should use the latest versions of web browsers. It should have Java Script and Cookies enabled.
- 3. The Seller's approval of the placed order means conclusion of the Contract.
- 4. The Gift of Beauty is valid for the period indicated on the Gift of Beauty card. The deadline for redeeming the Gift of Beauty cannot be shorter than 4 months from the moment of purchase by the Buyer.
- 5. Execution of orders placed on weekdays after 17.00 hours. and on Saturdays, Sundays and holidays begins on the next working day.
- 6. Placing an order in the online Store is tantamount to acceptance of these Rules.
- 7. The order shall be processed after it has been placed. The Buyer may choose the form of payment via the PayU system or by cash or card on delivery at the seat of the Seller.

- 8. Information on products in the online Store at Instytuty.DrIrenaEris.com does not constitute an offer as defined by the Civil Code, but an invitation to conclude a contract.
- 9. By completing the order form, the Buyer makes an offer to buy a specific Gift of Beauty. In the form, the Buyer is obliged to provide the following data:
- a) name and surname,
- b) e-mail address
- c) correspondence address,
- d) telephone number
- e) in the case of companies, additionally the name of the company along with the address and tax identification number.
- 10. Placing an order by the Buyer entails the obligation to pay for the selected Gift of Beauty, in the amount specified in the order.
- 11. Any changes to the order after payment must be agreed by telephone: (22) 701-29-00 or by e-mail at: Instytuty.Biuro@DrIrenaEris.com.
- 12. The method of communication with the Buyer is via the e-mail address: Instytuty.Biuro@DrIrenaEris.com or by phone (22) 701-29-00.

II. TERMS OF COMPLAINTS, NOTIFICATION OF DEFECTS IN THE ITEM SOLD

- 1. The Act of May 30, 2014 on Consumer Rights, consolidated text of January 28, 2020 (Journal of Laws of 2020, item 287) and the Civil Code Act regulate issues related to non-compliance of the purchased product with the contract. In the case of any complaints regarding the Gift of Beauty, please contact the Seller via e-mail: Instytuty.Biuro@DrIrenaEris.com
- 2. In the notification of non-compliance of the Gift of Beauty with the contract, the Buyer has to provide his name and surname, order number or billing number (Sales Note), to describe the reason for non-compliance and specify the claim in accordance with art. 560 of the Civil Code, i.e. a price reduction, withdrawal from the contract, replacement of the item with a defect-free item or removal of the defect. The Seller shall consider the complaint within 14 days from the date of its submission. The Gift of Beauty that is not compliant with the contract should be sent to the following address: Dr Irena Eris S.A. ul. Puławska 107A, PL 02-595 Warsaw.

III. WITHDRAWAL FROM THE CONTRACT

1. Pursuant to the Act of May 30, 2014 on Consumer Rights, consolidated text of January 28, 2020 (Journal of Laws of 2020, item 287), a Consumer who has concluded a distance contract may, within 14 days (counted from the moment of delivery of the purchased item) withdraw from it without giving any reason and without incurring costs. To meet this deadline, it is sufficient to send a written statement

by the deadline date to the following e-mail address: Instytuty.Biuro@DrIrenaEris.com or to the correspondence address: ul. Puławska 107A 02-595 Warsaw.

- 2. In the event of withdrawal from the contract, the contract is considered void and the Buyer is released from all obligations. What the Parties have provided is returned unchanged, unless a change was necessary within the limits of ordinary management. The mutual benefits of the Parties shall be reimbursed immediately, not later than within 14 days. The purchased Gift of Beauty should be sent to the following address: ul. Puławska 107A, 02-595 Warsaw. The Seller shall refund the amount due for the returned products (total amount for the products + cost of the first one-way shipping from the Store to the Consumer) within 14 calendar days.
- 3. Pursuant to Art. 38 of the Act on Consumer Rights, consolidated text of January 28, 2020 (Journal of Laws of 2020, item 287), the Buyer is not entitled to withdraw from the contract if the service was performed with the express consent of the consumer who has been informed before the commencement of the service that after the performance of the service he shall lose the right to withdraw from the contract.

IV. VALUE

- 1. All values are given in PLN.
- 2. The value given for each Gift of Beauty is binding at the time of placing the order by the Buyer.
- 3. The Seller reserves the right to change the value of Gifts of Beauty in the offer. The change in value does not apply to Gifts of Beauty that have been ordered by the Buyer.
- 4. The Seller publishes information about his offer on the Instytuty.DrIrenaEris.com website and offers Gifts of Beauty in the Store's database via the Internet.
- 5. The values on the website next to the offered product/service include VAT and are given in PLN, they do not include any delivery costs. Delivery costs are specified in the Delivery costs tab.
- 6. The binding and final value of the Gift of Beauty is its value provided on the website at the time of placing the order by the Buyer.
- 7. Information on the total value of the order, including delivery costs, is presented after the Buyer has selected the method of delivery and payment in the last step of the Cart.
- 8. The minimum value of the Gift of Beauty is PLN 150. Each transaction is confirmed with a sales note expressed in PLN. Any delivery costs are included in the invoice.
- 9. The Seller may provide a promotional offer on the basis of which the value of the Gift of Beauty shall be reduced. Promotions in the Store cannot be combined, unless the rules of a given promotion specify otherwise.

V. SETTLEMENT

- 1. Payment for the Gift of Beauty purchased in the online Store can be made via On-line Payments in the PayU system or in cash or by card on collecting the Gift of Beauty at the seat of the Seller. The date of payment is considered to be the date of crediting the Seller's account.
- 2. The confirmation of the purchase of the Gift of Beauty shall be a sales note, and for the courier service (i) in the case of natural persons a receipt, (ii) in the case of natural persons conducting business activity a VAT invoice, with the proviso that a VAT invoice is issued after the NIP number (tax identification number) has been indicated on the order form by a natural person conducting business activity.
- 3. The sales note and invoice/receipt shall be sent/issued to the Buyer together with the purchased Gift of Beauty.
- 4. The Seller shall deliver the ordered goods via a courier company.
- 5. Delivery costs in Poland depend on payment and delivery methods, they range from PLN 0 to PLN 24.99. Delivery of the ordered goods takes place on the territory of the Republic of Poland.
- 6. The order processing time is up to 7 working days after placing the order.
- 7. The Seller is responsible for failure to meet the deadline due to the fault of the Seller.
- 8. The Seller is not responsible for failure to meet the deadline due to the so-called force majeure. In the event of reasons preventing the execution of the order on time, the Seller shall immediately notify the Buyer, at the same providing the expected time for order completion. In this case, the Buyer may cancel the order in writing or in the form of a notification by telephone.
- 9. The Gift of Beauty can be collected in person on weekdays from Monday to Friday from 9.00 a.m. to 5.00 p.m. at the address of the Seller: Dr Irena Eris S.A., ul. Puławska 107A, Warsaw or can be received by a courier delivery (PLN 24.99), only within the territory of the Republic of Poland.
- 10. Completion of the order should be understood as completion of all stages of execution: from the start of processing the order by the Store, through delivery to the courier company, to delivery to the Buyer.
- 11. The Store is obliged to provide the Buyer with a Gift of Beauty free from defects.
- 12. After conclusion of the contract, the Store provides the Buyer with the Gift of Beauty and a document confirming the conclusion of the contract on a durable medium.

VI. DAMAGE TO PARCELS

- 1. The Seller is not responsible for physical defects of the Gift of Beauty arising from the moment of handing over the Gift of Beauty to an entity professionally engaged in courier activities, unless the physical defect of the Gift of Beauty arose from a cause previously existing in the product.
- 2. Before acknowledging receipt of the parcel, the Buyer is obliged to check whether the packaging has

VII. PERSONAL DATA

- 1. The Controller of the Buyer's personal data is DR IRENA ERIS Spółka Akcyjna, ul. Armii Krajowej 12, 05-500 Piaseczno, NIP (tax identification number): 1230288525, REGON (National Business Registry Number): 012186410, KRS Register number: 0000051003, e-mail: Instytuty.Biuro@DrIrenaeris.com:
- a) providing the Buyer's data is voluntary and is a condition for concluding a contract for the sale of the Gift of Beauty, and failure to provide the data shall prevent its conclusion.
- b) the Buyer's personal data shall be processed in connection with the execution of the contract, for accounting and tax purposes as well as for establishing and pursuing possible claims,
- c) the Buyer's personal data shall be transferred to the courier company for the purpose of delivering the Gift of Beauty ordered by the Buyer (further entrustment of personal data). The personal data entrusted by the Controller shall be processed by the Processing Entity only for the purpose specified in these Regulations.
- d) the Buyer's personal data shall be stored until the execution/termination of the contract, the Buyer's withdrawal of consent to processing of personal data* and until any claims fall under the statute of limitations counting from the date of execution/termination of the contract, the Buyer's withdrawal of consent to processing of personal data*, unless EU regulations or national law require storage of personal data for a longer period. Until the statute of limitations for any claims counting from the date of performance of the contract / termination of the contract / withdrawal of consent by the Buyer for processing personal data*, unless Union or national law requires the retention of personal data for a longer period.
- e) The Buyer has the right to request access to his personal data, their correction, deletion, limitation of processing and their transfer.
- f) The Buyer has the right to object to processing of his personal data in the scope referred to in point b), to lodge a complaint with a supervisory authority and to withdraw his consent at any time without affecting the lawfulness of the processing which was performed on the basis of consent before its withdrawal.
- g) The Controller shall not process personal data for marketing purposes.
- h) The Controller has appointed a Data Protection Officer, who can be contacted in all matters related to data processing, at the e-mail address: iod@drirenaeris.com.

VIII. FINAL PROVISIONS

1. These Rules are available at the seat of the Seller, as well as at the Internet address:

Instytuty.DrIrenaEris.com.

- 2. The Buyer may access the Rules at any time.
- 3. The Seller reserves the right to change these Rules for important reasons, in particular:
- 3.1) change of legal provisions regarding consumer law and electronic commerce,
- 3.2) changes of payment methods,
- 3.3) changes of delivery methods,
- 3.4) changes of the legal form of business activity.
- 4. Changes to the Rules shall not affect the placed and executed orders. Orders accepted for execution are subject to the Rules valid at the time of placing the order.
- 5. These Rules were published on July 1, 2022.

	Adres/ulica	Telefon	Adres e-mail	Firma
Ksmetyczny Instytut Dr Irena Eris	ul. Kościuszki 16B; 97-400 Bełchatów	(44) 632-80-87	belchatow@instytut.drirenaeris.com	Firma Handlowa VEGA S.C.; NIP: 7690501633; 97-400 Bełchatów ul. Kościuszki 16B
Dr Irena Eris Beauty Partner Hotel Royal Białystok	Rynek Kościuszki 11, 15-001 Białystok	(85) 831-18-01	bialystok@instytut.drirenaeris.com	HOLLYWOOD SMILE DENTAL CLINIC Sp. z o.o, NIP: 5223051161, ul. Dziesięciny 47 lok. 63, 15-001 Białystok
Kosmetyczny Instytut Dr Irena Eris	ul. Kopernika 7A, 85-074 Bydgoszcz	(52) 376-30-86	bydgoszcz@instytut.drirenaeris.com	Bio Medical Estetique Institute; NIP: 8791741687; 87-100 Toruń ul. Bluszczowa 32
Kosmetyczny Instytut Dr Irena Eris	ul. Wiejska 4, 44-200 Rybnik	(32) 422 23 21	rybnik@instytut.drirenaeris.com	Medderma Hadas i Wspólnicy S.C., NIP: 6423184973, 44-200 Rybnik ul.Wiejska 4
Dr Irena Eris Beauty Partner Green Mountain Hotel*****	ul. Sarnia 21; 58-540 Karpacz	(75) 306-75-77	spa@green-mountain.pl	Osada Śnieżka Operator Sp. z o.o. NIP 7010418541 Widok 8,00-023 Warszawa
Kosmetyczny Instytut Dr Irena Eris	ul. Paderewskiego 34/6; 25-502 Kielce	(41) 345-28-20	kielce@instytut.drirenaeris.com	Hotel SENATOR S.C. Prokop i S-KA; NIP: 6642033116; 27-200 Starachowice, ul. T.Krywki 18
Kosmetyczny Instytut Dr Irena Eris CH Stara Papiernia	Al. Wojska Polskiego 3; 05-510 Konstancin- -Jeziorna	(22) 702-86-68	konstancin.zamowienia@instytut.drirenaeris.com	Symbolique Marzena Bogucka Jolanta Polak; NIP:9512338511; 02-797 Warszawa, ul. F.Klimczaka 1
Kosmetyczny Instytut Dr Irena Eris Hotel SPA Dr Irena Eris Krynica Zdrój	ul. Czarny Potok 30; 33-380 Krynica Zdrój	(18) 472-35-00	krynica@instytut.drirenaeris.com	Hotel SPA Dr Irena Eris Krynica Zdrój Sp. z o.o.; NIP: 7342731911;, ul. Czarny Potok 30, 33-380 Krynica Zdrój
Kosmetyczny Instytut Dr Irena Eris Hotel SPA Dr Irena Eris Wzgórza Dylewskie	Wysoka Wieś 22; 14-100 Ostróda	(89) 647-11-11	wzgorza.dylewskie@instytut.drirenaeris.com	Hotel SPA Dr Irena Eris Wzgórza Dylewskie Sp.z o.o.; NIP: 7411949873; 14-100 Ostróda, Wysoka Wieś 22
Kosmetyczny Instytut Dr Irena Eris Hotel SPA Dr Irena Eris Polanica Zdrój	ul. Dębowa 19b; 57-320 Polanica Zdrój	(74) 662-42-00	polanica@instytut.drirenaeris.com	Hotel SPA Dr Irena Eris Polanica Zdrój Sp. z o.o.; NIP: 5213644652; 57-320 Polanica Zdrój, ul. Dębowa 19B
Kosmetyczny Instytut Dr Irena Eris	ul. Nałęczowska 18a/U17 20-701 Lublin	(81) 516- 81- 81	lublin@Instytut.DrlrenaEris.com	Katarzyna Bogusław Instytut Kosmetyczny, NIP: 7122720029, ul. Nałęczowska 18 A/17U , 20-701 Lublin
Kosmetyczny Instytut Dr Irena Eris	ul. Felczaka 20; 71-417 Szczecin	(91) 421-00-04	szczecin@instytut.drirenaeris.com	MK-PARTNER M.Sienkiewicz, K.Wilk; NIP: 8522152523; 70-260 Szczecin, ul. Jagiełły 9
Dr Irena Eris Beauty Partner Cukrownia Żnin	ul. Kl. Janickiego 1 88-400 Żnin	(48) 533 643 526	spa@cukrowniaznin.pl	ARCHE S.A., NIP: 8211639335; 02-801 Warszawa ul. Puławska 361
Kosmetyczny Instytut Dr Irena Eris	ul. Szosa Chełmińska 166; 87-100 Toruń	(56) 655-24-99	torun@instytut.drirenaeris.com	SKIN RAY Sp. z o.o., NIP: 9562373567 Szosa Chełmińska 166; 87-100 Toruń.
Kosmetyczny Instytut Dr Irena Eris	ul. Freta 41/43; 00- 227 Warszawa	(22) 635-83-80	warszawa.freta@instytut.drirenaeris.com	KAPPA Elżbieta Holnicka – Szulc, NIP: 5221808080, Łomianki ul. Adm. Krzysztofa Arciszewskiego 8
Kosmetyczny Instytut Dr Irena Eris	ul. Franciszka Klimczaka 1	692- 036 - 920	warszawa.wilanów@instytut.drirenaeris.com	Symbolique Marzena Bogucka Jolanta Polak; NIP:9512338511;
	02-797			ul. F. Klimczaka 1, 02-797 Warszawa

Kosmetyczny Instytut Dr Irena Eris	ul. Grójecka 68; 02-339 Warszawa	(22) 668-48-81	warszawa.grojecka@instytut.drirenaeris.com	Dr Irena Eris S.A. , NIP: 1230288525, 05-500 Piaseczno ul .Armii Krajowej 12
Kosmetyczny Instytut Dr Irena Eris	ul. Jana Pawła II 20; 00-133 Warszawa	(22) 586-91-00	warszawa.jp@instytut.drirenaeris.com	Dr Irena Eris S.A. , NIP: 1230288525, 05-500 Piaseczno ul. Armii Krajowej 12,
Kosmetyczny Instytut Dr Irena Eris	ul. Piłsudskiego 20, 08-110 Siedlce	577-622-433	siedlce@instytut.drirenaeris.com	Eastern Creative Group Sp. z o.o. Sp. Komandytowa 08-110 Siedlce ul. Piłsudskiego 20
Kosmetyczne Instytuty Dr Irena Eris	ul. Puławska 107A; 02-595 Warszawa	(22) 701-29-00	Instytuty.biuro@drirenaeris.com	Dr Irena Eris S.A. , NIP: 1230288525, 05-500 Piaseczno ul. Armii Krajowej 12,
Kosmetyczny Instytut Dr Irena Eris	ul. Puławska 136; 02-707 Warszawa	(22) 844-19-69	warszawa.pulawska@instytut.drirenaeris.com	KAPPA Elżbieta Holnicka – Szulc, NIP: 5221808080, Łomianki ul. Adm. Krzysztofa Arciszewskiego 8
Kosmetyczny Instytut Dr Irena Eris	ul. Krawiecka 3; 50-148 Wrocław	(71) 302-69-60	wroclaw@instytut.drirenaeris.com	Dr Irena Eris S.A. , NIP: 1230288525, 05-500 Piaseczno ul .Armii Krajowej 12
Dr Irena Eris Beauty Partner Hotel Platinum Mountain Resort	ul. Kilińskiego 15 B 58-580 Szklarska Poręba	(75) 629-99-00	spa@platinum-mountain.pl	SILVER MOUNTAIN RESORT OPERATOR Sp.z o.o. S.K, NIP 5213793837, 00-023 Warszawa, ul. Widok 8
Dr Irena Eris Beauty Partner Hotel Cristal Mountain Resort Wisła	ul. Bukowa 19 A, 43-460 Wisła	(33) 443 48 75	spa@crystal-mountain.pl	Wisła Mountain Resort Operator Sp. z o.o., Sp. K. NIP: 5213782029, 00-023 Warszawa, ul. Widok 8
Dr Irena Eris Beauty Partner Hotel Zamek Biskupi	ul. Zamkowa 1; 21-505 Janów Podlaski	(88) 379-08-57	spa@zamekjanowpodlaski.pl	ARCHE S.A., NIP: 8211639335; 02-801 Warszawa ul. Puławska 361
Dr Irena Eris Beauty Partner Sofitel Grand Sopot	ul. Powstańców Warszawy 12/14 81-718 Sopot	666 - 051- 850	sopot@instytut.drirenaeris.com	Dr Irena Eris S.A. , NIP: 1230288525, 05-500 Piaseczno ul. Armii Krajowej 12,
Kosmetyczny Instytut Dr Irena Eris	ul. Żelazna 51/53 00-841 Warszawa	666 051 888	warszawa. fabrykan orblina@instytut. drirena eris. com	Dr Irena Eris S.A. , NIP: 1230288525, 05-500 Piaseczno ul. Armii Krajowej 12,