

Robot-supported surgery

TRAINING RULES

(hereinafter the **Rules**)

(form of the training: **medical courses** group 1, item 2 according to a ranking table representing Appendix 3 to the Regulation of the Minister of Health of 6 October 2004 on manners of fulfilling professional training related obligations applicable to doctors and dentists, Journal of Laws No. 231, item 2326, one learning point for each course hour, up to 40 points per course)

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I. General Provisions

1. The Rules shall set forth principles governing the course, organisation and participation in medical training courses in robot-supported surgery (hereinafter the **Training Courses**) organised by NEO HOSPITAL SP. Z O.O. ONE SP.K. with registered office in Krakow, ul. Kostrzewskiego 47, 30-437 Krakow (hereinafter the **Organiser**), held within the territory of the Republic of Poland; and rights and obligations of training participants.
2. The Organiser can be contacted at the e-mail address szkolenia@neihospital.pl.
3. A training centre is situated in the company's registered office. The affiliation has been provided by the IBC (INTERNATIONAL BARIATRIC CLUB).
4. The Training Courses are conducted in the form of theoretical presentations, workshops, lectures combined with practical exercises, and simulations of medical procedures.
5. The Training Courses in the form of the lectures involve the use of a learning platform, presentation of CD/DVD films with the use of a multimedia projector, screen and sound amplification, practical demonstration, exercises with the use of a training simulator, and work with the use of a procedure simulator. The Training Courses have an interactive nature, i.e. following a part in the form of the lecture or during it the participants may raise questions and discuss.
6. The Training Courses in the form of the lectures combined with practical exercises consist in the parallel work of all the participants under the supervision of a trainer, with the use of necessary audio-visual means and printed materials.



7. The Training Courses are held on weekdays or during weekends, depending on the subject matter of a course and the Participants' needs.
8. The Training Courses are available against payment.
9. The Training Courses are organized in English.
10. Information on training curriculums, fees, places and dates is provided on the Organiser's website under the address: <https://zabiegidavinci.pl/en/>, and in the Organiser's advertising/information materials.

II. Training Participants & Rules for Applying for Participation in Training Courses

1. The Training Courses may be attended by doctors holding a medical degree, without limitations in terms of specialisation, for whom a given course has been developed with regard to its substantive content related to the professional or economic activity carried out by the doctors that are interested in participating in the course (hereinafter the **Participant**).
2. In order to attend the Training Course, it is necessary to file a complete application, provide contact data, and pay a training fee in a timely manner.
3. Applications for participation in the Training Courses may be filed only by filling in an application form available at the address: <https://zabiegidavinci.pl/en/>. The Organiser shall confirm to have accepted the application by e-mail.
4. The filing of the application constitutes a call to conclude a contract for participation in the Training Course. Upon the confirmation of the application by the Organiser, the contract for participation in the Training Course is being concluded between the Participant and the Organiser.
5. By applying for the Training Course, the Participant accepts the rules set forth herein and expresses voluntary consent to the processing of their personal data for the performance of the aforementioned contract.
6. By applying, the Participant undertakes to attend the Training Course in a place and on a date determined by the Organiser.
7. When applying, the Participant provides data necessary to issue an invoice and a training certificate.
8. The number of the Participants attending the Training Courses is limited. The applications for the Training Courses shall be processed on a first come first served basis.
9. Information about unavailability of free places in the given Training Course shall be provided by e-mail, phone or via the Organiser's website.
10. Individuals who are not included in a list of the accepted Participants might be included in a reserve list of which they shall be regularly informed.
11. Fourteen days prior to a planned date of the Training Course, the Organiser shall confirm the presence of all the Participants by phone or by e-mail.



12. The Organiser shall not be liable for the consequences of any incorrect or incomplete data submitted by the Participants when filing an application.
13. After the Training Course, the Participant shall fill in an assessment form prepared by the Organiser.

III. Fees & Costs of Participation in Training Courses

1. Participation fees shall be determined by the Organiser on a case by case basis.
2. The Training Courses are organized in English and shall cover (unless otherwise indicated in an announcement) participation in the Training Course, learning materials, training certificate and board and accommodation for the duration of the Training Course.
3. The course fee shall be paid in full 30 days prior to the commencement of the Training Course at the latest.
4. If the fee is not paid within the time limit indicated above, the Participant shall be assumed to have cancelled their participation in the Training Course.
5. Each Participant in the Training Course available against payment shall pay the training fee to the Organiser's bank account, having previously applied by e-mail by filing in an application form available on the <https://zabiegidavinci.pl/> website and following the confirmation of participation in the Training Course to be provided by the Organiser by e-mail.
6. The training fee shall be paid to the following bank account: 60 11 40 1010 0000 2496 8800 1001.
7. Payment of the training fee in cash on the training date shall not be admissible.
8. Cancellation of participation in the Training Course shall be communicated to the Organiser 30 days prior to a planned training date at the latest. The information shall be submitted either by e-mail, to the address: szkolenia@neohospital.pl. In such a case, the Participant shall be reimbursed for the entire fee (complete fee reimbursement).
9. If the participation in the Training Course is cancelled 21 days prior to the training date at the latest, the Participant who has paid for the Training Course shall be reimbursed for 50% of the fee, with the rest being deducted as a charge covering the Training Course related costs borne by the Organiser.
10. If the participation in the Training Course is cancelled less than 21 days prior to the training date, the Participant who has paid for the Training Course shall not be reimbursed for the fee.
11. The Organiser shall reimburse the fee within 14 days from the date of receiving a declaration on the cancellation of participation in the Training Course.

IV. Training Courses

1. The Training Courses are conducted by trainers with relevant qualifications and competences. Information on the trainers shall be always included in information/advertising materials or on the Organiser's website.



2. The Organiser reserves an option to change a trainer, concurrently ensuring the appropriate level of competence of a replacement trainer.
3. The Organiser reserves an option to change a training date and/or place. In such a situation, all the training Participants shall be informed about the change by e-mail or by phone. In this case, each Participant shall have the right to withdraw from the Training Course, whereas the Organiser undertakes to reimburse the entire fee within 14 days from the date of receiving the Participant's declaration on withdrawal from the course.
4. The Organiser reserves an option to cancel the Training Course if the number of the Participants who have declared to attend the Training Course is lower than the minimum number of the Participants indicated earlier in a training curriculum. In such a situation, the Organiser undertakes to reimburse the Participants for the entire fee within 14 days from the date of notification on the cancellation of the Training Course.
5. The Organiser reserves an option to cancel the Training Course for important reasons (e.g. due to an illness of a trainer). In such a situation, the Organiser undertakes to conduct the Training Course at another time without charging the Participants with any additional fees, whereas the Participants shall have the right to withdraw from the Training Course and be reimbursed for the entire fee. In this case, the fee shall be reimbursed within 14 days from the date of receiving the Participant's declaration on withdrawal from the Training Course.
6. The Organiser shall not be liable for cancelling the Training Course if this is attributable to reasons beyond the Organiser's control such as, for instance, actions and decisions by public and local administration bodies, strikes or force majeure – which are independent of the Organiser.
7. The Organiser shall inform each Participant about the events described in sections 3, 4, 5 and 6 above individually, by e-mail or by phone.

V. Course of Training Courses

1. During the Training Course, each Participant is obliged to observe these Rules, act properly, follow the course's order and maintain discipline; in case of failure to satisfy the above requirements, the Participant may be excluded from the course without the right to the fee reimbursement, upon prior ineffective warning.
2. The Training Course shall encompass a number of theoretical and practical classes as stipulated in its curriculum.
3. The Organiser shall provide the Participants with learning materials.
4. The Organiser shall not be liable for any property of the Participants potentially damaged, lost or stolen during a course.
5. The Participants shall be financially liable for any damage inflicted by them in a place where a course is held or for any damage to equipment used in a practical part of the Training Course resulting from using the equipment contrary to instructions or recommendations of a trainer.
6. The Training Courses may not be recorded with any audio and video recording devices without prior consent of the Organiser and of a relevant trainer.



7. Materials provided to the Participants during the Training Course by the Organiser or by a trainer may not be used for commercial purposes, in particular to conduct other courses or training sessions, without prior written consent of the Organiser and of the trainer.
8. The content of the Training Courses and any materials provided to the Participants during the Training Courses represent works within the meaning of the Copyrights and Related Rights Act of 4 February 1994, and are legally protected.

VI. Complaints & Reimbursement

1. The Participants have the right to file training related complaints.
2. The complaints shall be submitted by e-mail to the address: szkolenia@neohospital.pl.
3. The complaints shall be processed within 14 days from the date of their receipt by the Organiser.
4. The Participants shall be informed about the complaint resolution by e-mail.
5. Any reimbursement of the course fees resulting from these Rules shall be made by means of a transfer to a bank account specified by the Participant.

VII. Personal Data & Image

1. In fulfilment of the disclosure requirement pursuant to Art. 13 of the General Data Protection Regulation of 27 April 2016 (OJ EU L 119 of 4 May 2016), we inform you that the Organiser shall be a controller of personal data. The controller can be contacted at the e-mail address: security@neohospital.pl.
2. The personal data provided by the Participants shall be processed for purposes involving participation in the Training Courses organised by the Organiser, pursuant to Art. 6.1.a) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the “**GDPR**”).
3. The Participants’ personal data processed for purposes related to their participation in the Training Course shall be processed for the duration of the Training Course, and in case of multiple instances of consent – until the consent is withdrawn.
4. The Participants have the right of access to and rectification or erasure of their personal data or restriction of the processing, as well as the right to data portability, the right to object against the processing and the right to withdraw their consent at any time, which shall not affect the compliance with law of the processing performed based on the consent prior to the withdrawal thereof.
5. If the Participant becomes aware that their personal data are processed in breach of the GDPR, they have the right to file a complaint with the President of the Personal Data Protection Office.
6. The Participants’ personal data **will not be** processed with the use of any automated means in the form of profiling.
7. The Participants’ personal data **are not** transferred outside the European Economic Area.
8. The Participants agree for the Organiser to disseminate, free of charge and for unlimited time, the Participants’ image recorded in photographs, including digital ones, in connection with the Training Courses.



9. The Participants agree to the dissemination, including the publication, of their image saved in the manner specified above, in any promotional and information materials concerning the aforementioned Training Courses, through any media, and they represent that they have agreed for the Organiser to authorise other entities to use the Participants' image in the manner specified above, exclusively for the purpose and on the terms specified herein.

VIII. Final Provisions

1. The Rules apply as of 04.09.2019.
2. The Organiser may amend these Rules in case of any changes to guidelines related to the Training Courses or in other justified situations that affect the Training Courses. The current version of the Rules is published on the Organiser's website.
3. Any possible disputes potentially arising in connection with these Rules shall be settled by a court whose competence shall be determined pursuant to the Act of 17 November 1964 – Code of Civil Procedure.
4. In any issues not governed herein, provisions of the Act, the Electronically Provided Services Act of 18 July 2002 and the Act of 23 April 1964 – Civil Code shall in particular apply.