



Terms and Conditions of BRASTER.EU website

These Terms and Conditions constitute the legal basis for operation of [Braster.eu](https://braster.eu) website made available in [Braster.eu](https://braster.eu) domain.

The Terms and Conditions define the rules of purchasing in the e-Store, providing and using the Services offered or made available through the [Braster.eu](https://braster.eu) website, the rights and obligations of its Customers, in particular the Users as well as the rights, obligations and scope of liability of the Company.

The condition for using the [Braster.eu](https://braster.eu) website and the Services offered through it is reading the content of these Terms and Conditions and the Privacy and Cookies Policy by the User and their acceptance in full.

I. Definitions

Account — set of data included as part of the Website, assigned to a specific User and as part of which the information about the User is stored.

Application — “Braster Care” Mobile Application dedicated for the mobile devices and used to conduct breast thermographic examinations and to send their results to the Braster Telemedical Center for the purposes of providing Services to the Users by the Service Provider.

Braster AI (Braster Automatic Interpretation) — the software used for Automatic Interpretation of thermograms and data provided by the User. The software was verified as part of ThermaALG observational study (sample of 255 persons) and achieved the parameters of 74.1% of sensitivity and 76.7% specificity.

Braster Telemedical Center — the Company’s telemedical infrastructure.

Company — Braster S.A. with its registered office in Szeligi (05-850 Ożarów Mazowiecki, Poland), ul. Cichy Ogród 7, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 14th Commercial Division of the National Court Register under KRS number 0000405201, NIP (Tax Identification Number): 5213496648, share capital in the amount of PLN 916,857.40, fully paid up.

Consumer — Customer making a legal act with the Administrator, such as the purchase in the e-Store, not directly related to their economic or professional activity.

Customer — person using the Website.

Device — BRASTER DEVICE used to conduct breast thermographic examinations executed with the use of the Application.

e-Store — Braster e-Store online store, available at the domain braster.eu and operated by the Company.

Examination — thermographic examination of the User's breast performed by the User using the Medical Device.

Examination Package — the number of Examinations sold by the Company as a Product.

Medical Device — the “Braster In-home Breast Examination System” medical device, which is a set consisting of the Application, the Device and Braster AI (Braster Automatic Interpretation) used for breast thermography in order to provide the Services for the Users by the Company.

Medical Devices — products being medical devices within the meaning of the Act of 20 May 2010 on medical devices.

Mobile Device — tablet or smartphone with the possibility of installing the Application.

Order — order of the Products or Services offered by the e-Store.

Price — price of the Product or remuneration for providing the Services.

Privacy and Cookies Policy — document defining the rules of processing and protection of the Users' personal data by the Company as well as the types of cookies and the rules of their use by the Company in connection with using the Website and the Application by the Customers or the Users available [here](#).

Products — products sold through the e-Store.

Sensitivity — ability to classify the examination as including potentially pathological changes, the result of which was confirmed with histopathological test.

Services — healthcare services provided by the Company through the Website in connection with the Examinations performed by the User. Using the Services is possible after purchasing the Examination Package in the e-Store. The number of the Examinations to be performed by the User depends on the purchased Examination Package.



Specificity – ability to classify the examination as not including potentially pathological changes, the result of which was confirmed with histopathological test.

Stationary Equipment – computer or laptop with the installed web browser for which the requirements were described in section II (6) “General provisions” of the Terms and Conditions.

Terms and Conditions – these Terms and Conditions.

Terms and Conditions of the Application – Terms and Conditions of the “Braster Care” Application available [here](#).

User – Customer using the Services.

Website – website Braster.eu operated by the Company

Working days – days from Monday to Friday, exclusive of public holidays.

II. General provisions

1. Any rights to the Website, its elements, including programming, graphic or other elements, name of the Website, Internet domain of the Website, are the exclusive property of the Company, are subject to legal protection and can be used solely in a way that complies with the Terms and Conditions and the generally applicable laws.
2. The Customer is obliged to use the Website according to its intended use, only in a manner consistent with the law, rules of social conduct, good morals and Terms and Conditions.
3. Before starting to use the Website the Customer is obliged to read these Terms and Conditions and Privacy and Cookies Policy.
4. All the actions that are in breach of the purpose of the Website or forbidden by the Terms and Conditions or legal regulations are forbidden, in particular those that would destabilize the Website's operation, hinder the access to the Website or its use. It is forbidden to take other actions to the detriment of the Company or other Customers that threaten their rights or interests.
5. Using the Website is possible solely with the help of the Information and Communications Technology equipment with functional access to Internet network.
6. To properly use the Website through the web browser the User should have an up-to-date version of one of the following browsers available in the laptop or computer:
 - a. Mozilla Firefox,
 - b. Internet Explorer,
 - c. Safari,
 - d. Google Chrome,
 - e. Opera.
7. Incorrect operation of the Website resulting from using other browsers or the problems resulting from other software installed on the User's computer or other device of the Customer shall not be the reason for the complaint. Potential errors should be reported to the following address: infolinia@braster.eu.
8. The Customer should use the software securing her equipment against undesirable actions from third parties.
9. The Customer shall be obliged to secure the information that enables access to their own Account against access of unauthorized persons.
10. The use of the Website's functionalities may be conditioned on the installation of software of Java or Java Script type and acceptance of cookies. To use specific Services it may be necessary to install specific applications and to use specific equipment made available by the Company.
11. The rules of using cookies as part of the Website are defined in the Privacy and Cookies policy available [here](#).
12. The Company shall make every effort to ensure the continuous operation of the Website. The Company informs that for the correct operation of the Website it is necessary to conduct, from time to time, repairs, maintenance, inspections, upgrades, changes in the Website or its elements. The Company cautions that at the time of performing the said actions the access to all or some functionalities of the Website may be switched off or limited. The Company shall notify the User about maintenance breaks planned by the Company and their duration through the available means, in particular through notices placed at the address at which the Website operates. The Company shall notify about unplanned maintenance breaks without undue delay.



III. Account

1. The Customers may log into the Website directly from the website Braster.eu or through the website myaccount.braster.eu operated by the Company as a part of the Website.
2. Browsing the content placed on the Website is possible without opening the Account and without logging into the Account. The Customer may make Orders in the e-Store after logging into their Account. The Customer may also make an Order in the e-Store without opening or logging into the Account, by using the “Quick Purchase” mode. The Customer logged into the Account is also able to assign to themselves or to another person activation codes to Examination Packages. Both the Customer making the Order after logging into the Account and the Customer making the Order without logging into the Account, using the so-called “Quick Purchase” mode, receives notifications regarding the Order by e-mail to the provided e-mail address.
3. Opening the Account is voluntary.
4. Only an adult physical person, with full legal capacity to act may create an Account.
5. In order to open the Account, it is necessary to:
 - a. fill in the registration form;
 - b. choose and approve the password (login is the e-mail address indicated by the Customer);
 - c. accept the Terms and Conditions and the Privacy and Cookies Policy.
6. After opening the Account pursuant to paragraph 5 above, an e-mail with an authentication link will be sent to the address given by the Customer during the registration. After clicking on the link the Customer will be redirected to the login page of the Website to log in for the first time using the e-mail address entered during registration with the Website and the password chosen during registration.
7. The Account opened in the Website allows to use the Services after they have been purchased, provided that the Company may in this case require from the User providing the additional data in compliance with the applicable legal regulations, in particular the regulations concerning medical documentation. If the Customer makes a purchase in the e-Store on behalf of another person, that person should create their own account in the Website.
8. The Account is intended solely for the Customer to whom it is assigned. The Customer is obliged to keep the data allowing access to the Account confidential.

IV. Provision of Services

1. The Services are intended for adult women.
2. It will be possible to use Services only if the User has the Medical Device along with the Application installed on the Mobile Device, purchased Examination Package and Stationary Equipment.
3. The User can download the Application via the online store:
 - a. App Store – for iOS, available [here](#),
 - b. Google Play – for Android, available [here](#).
4. In order to start using the Services, the User is required to read and accept the Terms and Conditions of the Website, Terms and Conditions of the Application as well as the Privacy and Cookies Policy, available at the website: www.braster.eu/en/terms-and-conditions.
5. The Company offers the following Services through the Website:
 - a. Analysis of the thermograms using Braster AI (Automatic Interpretation) and making available the result of automatic interpretation to the User. The rendering of the Service is covered in the Price of the Examination Package;
 - b. Internal audit of Services performed in order to ensure high quality of their provision by random verification of the level of performance of the Services. The rendering of the Service is covered in the Price of the Examination Package;



- c. Internal audit of the quality of execution of the thermograms by periodical inspection of the received thermograms in order to confirm the correctness of their execution. The rendering of the Service is covered in the Price of the Examination Package;
 - d. Comparative analysis carried out by the examination of the trend of changes of asymmetry in the breasts in time. The rendering of the Service is covered in the Price of the Examination Package;
 - e. Other available in the e-Store.
6. Before the particular Services offered by the Company through the Website are to be rendered it is necessary to make an Order and pay for the indicated Services.
 7. The particular features and terms of rendering as well as the Prices of particular Services rendered by the Company through the Website are included in the descriptions thereof in the e-Store.
 8. The User may only use the Services if she has the Medical Device.
 9. The use of Services by the User takes place with the use of Mobile Devices, Stationary Equipment with access to the Internet network and the Devices.
 10. For the purposes of proper provision of Services the Device must be connected to the Mobile Device on which the Application was installed. During the execution of the Examination the User must comply with the instruction manual of the Medical Device.
 11. The Company may extend the catalogue and scope of the provided Services.
 12. Contraindications for using the Services:
 - 12.1 The User shall not use the Medical Device if they are undergoing or have undergone breast cancer treatment. This covers all therapy methods, including breast-conserving surgery with the detection of breast cancer, unilateral or bilateral mastectomy, drug treatment (chemotherapy, hormone therapy, biological treatment), or radiotherapy.
 - 12.2 The User shall not temporarily use the Medical Device in case of:
 - pregnancy or breastfeeding (up to three months after weaning) due to ongoing changes in breast structure and impossibility to use algorithms for interpretation of thermal images;
 - general infection, with a body temperature of or in excess of 38°C and inflammation of the breasts accompanied by pain, skin redness, and bruising;
 - breast implants, hyaluronic acid injections to the breast, and lipotransfer (up to 12 months following the procedure);
 - breast tumor resection (up to 12 months following the procedure) – applicable only for benign changes (not to breast cancer);
 - fine-needle biopsy of the breast (up to 4 weeks following the procedure); coarse-needle biopsy or mammotome biopsy (up to 12 months following the procedure).
 - 12.3 The Company does not recommend using the Services in the second phase of the menstrual cycle due to physiological changes in the structure of the breast during the menstrual cycle. The optimal period to carry out the Examination is the period between the 3rd and 12th day of the cycle.
 - 12.4 In the scope of the Examination Package the User may conduct one Examination per menstrual cycle or once per month in case of lack of menstrual cycle. The User should conduct the Examination between the 3rd and 12th day of the cycle or in the same day of each month in case of Users who do not menstruate.

V. Fees

1. The User may carry out the Examinations after the purchase of the Examination Package in the e-Store. The Examination Packages may be bought to another person and assigned to the User.
2. The Service begins to be rendered by the Company to the User pursuant to the Order placed in the moment of confirmation of payment for the Order placed in the e-Shop in the required amount.



VI. Prices in e-Store

1. The Prices of the individual Products are visible next to their description in the e-Store.
2. The Prices of the individual Products become binding on the Company at the time of making an Order.
3. The Prices include value added tax (VAT) and are provided in the Polish zlotys (PLN) if the delivery location is Poland or in Euro (EUR) if the country of delivery is the Netherlands.
4. The Prices do not include the costs of delivery of the Products to the Customer or other address indicated by the Customer. The costs of delivery are given when making the Order.

VII. Making Orders in the e-Store

1. The Orders can be made 24 hours a day, 7 days a week.
2. The Orders are made after logging into the Account, by selecting the ordered Products, filling in and sending the Order form and making the payment. The Orders can also be made in the "Quick Purchase" mode without registering or logging into the Website.
3. In the case of incomplete or inaccurate data, making it impossible to process the Order, the Company may ask the Customer to complement or verify the data.
4. The Company reserves the right to verify the Customer data, in particular erroneous or incomplete data.
5. Making the Order implies that the Customer makes an offer to conclude an agreement for purchasing the specific Product.
6. Immediately after making the Order, the Company will send an order confirmation to the e-mail address provided by the Customer during opening the Account. In case of the Order made with the use of the „Quick Purchase" mode, the e-mail message confirming making the Order will be sent to the address provided by the Customer when making the Order.
7. Pending the acceptance of the Order, the Company reserves the right to refuse to process the Order, in particular, when the Products are out of stock or due to other justified reason. In such case, the Company shall inform the Customer about refusing to process the Order by e-mail and promptly, not later than within 14 days, return the Customer the funds paid by them in connection with the Order.
8. Acceptance of the Order by the Company is confirmed by an e-mail message sent by the Company. Upon acceptance of the Order, an agreement is concluded between the Company and the Customer concerning the subject of the Order.
9. The Company is required to deliver the ordered Products free of defects.

VIII. Payment terms

1. Payments may be made:
 - 1.1. In case of delivery to Poland:
 - a. by bank transfer, to the bank account: 06 1140 1010 0000 5404 6800 1026;
 - b. through PayU system – Terms and Conditions of the PayU service are available [here](#). The PayU system allows also to make payments in installments, in accordance with the terms and conditions of the PayU service;
 - c. through the PayPal system – terms and conditions of the PayPal service are available [here](#).
 - 1.2. In case of delivery to the Netherlands:
 - a. by bank transfer, to the bank account: PL72114010100000540468001002
 - b. through the PayPal system – terms and conditions of the PayPal service are available [here](#).
2. By accepting these Terms and Conditions the Customer demands an invoice for the ordered Products sent by e-mail instead of a cash register receipt.



IX. Processing the Order

1. The Order is processed as follows:
 - a. In case of the Order paid through the PayU or PayPal system, the Order is processed once the payment status in the PayU or PayPal system is changed into "paid";
 - b. In case of the Order paid by means of a transfer into the Service Provider's bank account, the Order is processed after posting an amount due to the Service Provider's bank account.
2. The Products are delivered in the territory of Poland and the Netherlands only.
3. The ordered Products will be sent by the Service Provider immediately, in the case of the delivery of the Medical Device:
 - a. in Poland no later than within 2 working days after receiving by the Company the confirmation of payment for the Order;
 - b. in the Netherlands no later than within 3-5 working days after receiving by the Company the confirmation of payment for the Order.
4. The Company delivers the Products through a cooperating courier company. The Examination Packages are delivered by e-mail to the address provided by the Customer in the Account, or by making the Order using the "Quick Purchase" mode.
5. The current cost of delivery is presented in the e-Store when making the Order. The cost of delivery will be automatically added to the payment when making the Order and is visible to the Customer when making the Order and in its summary.

X. Right of withdrawal

1. On terms specified in this article X a Consumer may within 14 days from the date of delivery of the Products, without giving a reason and without incurring the costs, may withdraw from the agreement of sale of the Products. The right of withdrawal does not apply to a Device the packaging of which has been unsealed and to Examination Packages. To comply with the deadline, it is sufficient to send the declaration of withdrawal prior to its expiration.
2. Pursuant to article 38 of the Act of 30 May 2014 on consumer rights based on the European Union directive, the right of withdrawal does not apply in the case of the agreement:
 - a. where the object of performance is an item supplied in a sealed packaging and which, after opening the packaging, cannot be returned due to health protection or for hygiene reasons, if the packaging has been unsealed after delivery,
 - b. where the object of performance are items which after delivery, due to their nature, are inseparably connected to other items,
 - c. for delivery of digital contents, which are not stored on a durable medium, if providing the service started with the express consent of the Consumer before the expiration of the deadline to withdraw and after the Company has informed the Consumer about losing the right of withdrawal.
3. In order to use the right of withdrawal the Consumer should send by mail, to the Company's address or through an [online contact form](#) an unambiguous declaration of withdrawal. The Consumer can use the sample declaration of withdrawal available [here](#). Should the Consumer withdraw from the sale agreement the agreement shall be considered as if it had never been concluded.
4. Should the Consumer withdraw from the agreement for sale of the Products, the Company shall return to the Consumer all payments received from them for the returned Products (with the exception of additional costs arising from the delivery method selected by the Consumer, other than the cheapest method offered by the Company, which are non-refundable) immediately, no later than within 14 days from the date of providing the Company with the Consumer's declaration of withdrawal. However, the Company can withhold the return of payments received from the Consumer pending receiving of the returned Products or providing by the Consumer a proof of their return,

Braster S.A.

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PGE Narodowy, Al. Ks. J. Poniatowskiego 1,
03-901 Warsaw, Poland

Head office:

Szeligi, ul. Cichy Ogród 7, 05-850 Ożarów Mazowiecki, Poland
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whichever is the earlier. In case of sending back the Product the value of which is diminished because it has been used in a manner exceeding the use necessary for establishing its nature, characteristics and functioning, the Company shall be entitled to demand from the Consumer to redress the damage or not to accept the return of such Product.

5. The return of payment for the Products in regard to which the Consumer had effectively withdrawn from the agreement, shall be made using the same method of payment as used by the Consumer, unless the Consumer has given their express consent for another way of returning payments, which does not entail any costs. The payment will be returned once the Company receives the Product, in particular an unsealed Device.
6. The Consumer is obliged to send back the returned Products promptly, but not later than within 14 days from the date of withdrawal from the agreement.
7. The Consumer shall incur the direct costs of returning the Products other than Medical Devices.

XI. Blocking the Account

The Customer may block their Account by settings in the Account. In the period in which the Account is blocked, the Customer may not use it for placing Orders, viewing the results of the Examinations or changing the provided data. The User who blocked the Account may not carry out the Examinations. The personal data of the Customer shall be stored by the Company in compliance with the applicable law. The Customer may unblock their account by filling in the form when logging into the Account. The Examination Packages bought before the blocking of the Account terminate when their prescribed termination term is due.

XII. Reservations

1. One Account on the Website is intended solely for one User.
2. The User shall not perform the Examinations on persons other than the User herself or send the results of such Examinations performed by somebody else than herself to the Braster Telemedical Center.
3. The life span of the matrices used for the Examinations amounts to three years from the date of first use of the Device to carry out an Examination. After the lapse of this period the matrices should be replaced with new ones.
4. The matrices the User uses during performing the Examinations should be stored in compliance with the operating manual provided with the Device.
5. The use of matrices after the expiry of their life span referred to in paragraph 3 or matrices stored without compliance with the conditions described in paragraph 4 may result in defective Examination results.
6. In order to obtain correct Examination results, the Examinations should be conducted in the timeframe between the third and twelfth day of the User's menstrual cycle or on the same day each month in the case of lack of menstrual cycle.
7. The Services referred to in section IV.5 may be correctly rendered by the Company only when the Application is correctly installed on the User's Mobile Device or when the User effectively sends the Examination results to the Braster Telemedical Center.
8. The Administrator informs that during the User's pregnancy and breastfeeding her Examination results may deviate from the standard due to physiological changes in her body, which may consequently result in defective interpretation of the results. In such case the Website will block the possibility of conducting the Examination.
9. The Administrator informs that in case of the occurrence of factors excluding the possibility of performing the Examination mentioned in section IV.12, the User's Examination results could deviate from the standard, which could consequently result in defective interpretation of the results. In such case the Website will block the possibility of conducting the Examination. The Application asks detailed questions about the excluding factors during the Examination.



XIII. Newsletter

1. The newsletter subscription service is provided free of charge by the Company to the Customers who give their voluntary consent to obtain such service.
2. In order to subscribe to the newsletter the Customer orders that service by using the form available on the [Braster.eu](https://braster.eu) website, by entering their first name, last name, e-mail address and then pushes the "Subscribe" button.
3. The Company sends the Customer an e-mail message with a link to confirm the ordering of the newsletter. As soon as the Customer clicks the confirmation link, an agreement for the provision of the newsletter service is concluded between the Company and the Customer for an indefinite term.
4. The Customer may at any time terminate the agreement for the provision of the newsletter service by deactivating the newsletter subscription. Cancellation of the newsletter takes place by clicking the "Unsubscribe" link included in the email message with the newsletter.
5. The consent to receive commercial information by electronic means sent by the Company is voluntary and the Customer may withdraw it at any time.

XIV. Personal data

1. The personal data controller of the Users' personal data is Braster S.A. with its registered office at Szeligi (05-850, Ożarów Mazowiecki, Poland), ul. Cichy Ogród 7, Poland. The data controller may entrust the processing of the Customers' personal data to another entity pursuant to and in conformity with the laws currently in force.
2. Providing personal data by the Customer is voluntary, but failure to provide such data will prevent the possibility of creating the Account, placing Orders and using the Website and the Services offered through it.
3. The Customer has the right to access her data and to correct the personal data.
4. The Customer represents that the provided personal data are true and complete. In case of change of the personal data or the need to correct them the Customer shall contact the Company with the request to change their personal data at the email address: infolinia@braster.eu. The Customer may also make the changes directly in the Account unless the Customer had blocked the Account. In such case the Customer shall contact the Company using the above email address.
5. The rules of processing and protecting the Users' personal data by the Company are defined in detail in the Privacy and Cookies Policy.

XV. Complaint procedure

1. In order to make a complaint it is required to complete and submit to the Company an [online form](#) or a form available [here](#) and send it to the following e-mail address: infolinia@braster.eu. Please complete the white fields in the form (the grey fields will be completed by the Company). The complaint can also be submitted in writing to the following address:

BRASTER S.A.
Stadion Narodowy
Al. Ks. J. Poniatowskiego 1
03-901 Warszawa, Poland

2. The complaint should be accompanied by a copy of the proof of purchase and the Device in its original packaging or another packaging to guarantee its safe transport (if the complaint refers to the Device or its components). Responsibility for damage incurred during the transport due to improper packaging is borne by a person making the complaint.
3. If the data or information provided in the complaint requires complementing, before considering the complaint the Company will ask the person making the complaint to complete that data or information within the specified scope.



4. The Company considers the complaint within 14 days from the date of receiving the complaint containing all the data necessary for its handling referred to in paragraph 3. The response to the complaint will be sent to the e-mail address indicated by the person making the complaint in the complaint form.

XVI. Handling of claims

The Customer who is a Consumer has an option to use the out-of-court methods of handling complaints and resolution of claims, in particular, they may refer to mediation or decision of the court of arbitration. To do so, they should provide an appropriate form to the institution before which the proceedings will be conducted– request for mediation or request for hearing the case before the court of arbitration. The list and addresses of entities conducting such proceedings are available, inter alia, on the website of the Office of Competition and Consumer Protection. The Consumer can also make use of the out-of-court methods of examining complaints and resolution of claims by making their complaint through the EU Internet online dispute resolution platform (ODR), available at: <http://ec.europa.eu/consumers/odr/>. If the Consumer does not want to use alternative dispute resolution or online dispute resolution (ADR or ODR), any disputes arising on a basis of the Terms and Conditions or sale agreements shall be resolved by the common court of general jurisdiction. Disputes arising between the Company and the Customer who is not a Consumer, shall be referred to the court having jurisdiction over the registered office of the Company.

XVII. Final provisions

1. The Company shall give a 24-month warranty for the Device.
2. The Terms and Conditions are provided free of charge on the [Braster.eu](http://braster.eu) website in a form enabling its downloading, saving and printing.
3. The Company shall have the right to change these Terms and Conditions. In case of introducing changes to the Terms and Conditions, the Company shall inform the Customers about this by way of notice included on the Website at [Braster.eu](http://braster.eu), a message sent to the e-mail addresses of the Customers, or in any other customary manner at least 14 days before the planned entering of changes into force.
4. The Customer who does not agree to the amendments to the Terms and Conditions, may terminate the agreement by submitting an appropriate statement to the Company in writing to the address: BRASTER S.A., Terms and Conditions, Stadion Narodowy, Al. Ks. J. Poniatowskiego 1, 03-901 Warsaw, Poland or by e-mail to: infolinia@braster.eu before the effective date of the amendments to the Terms and Conditions. The lack of submitting by the Customer of the above statement within the specified time limit shall mean the acceptance of the new Terms and Conditions. The change in the Terms and Conditions shall not affect the Orders made before this change which are processed according to the existing rules.
5. The improvement in the Medical Device's parameters (in particular, its sensitivity and specificity) does not constitute any amendment to these Terms and Conditions and is not a basis for the Customer to terminate the agreement with the Company.
6. These Terms and Conditions shall enter into force on the day of their publication on the Website. Amendments to the Terms and Conditions shall enter into force as specified in paragraphs 3 and 4.