



Terms and conditions of sale of Examination Packages on the BRASTER.EU website

This document sets out the terms and conditions of sale of Products – Examination Packages by the Company on the website [Braster.eu](https://braster.eu).

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.

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.

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.

Terms and Conditions – these terms and conditions of sale of Examination Packages.

Terms and Conditions of the Website – the terms and conditions of the website braster.eu available [here](#).

User – Customer using the Services.

Website – website [Braster.eu](https://braster.eu) operated by the Company

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



II. Sale of Products – Examination Packages

The Company offers in the e-Store the following options of sale of Products – Examination Packages:

1. “Braster Start” – Examination Package comprising one Device and six (6) Examinations. The Price of “Braster Start” is 2490 PLN (including VAT) in case of delivery to Poland and 599 EUR (including VAT) in case of delivery to the Netherlands.
2. Examination Packages:
 - a. 6 Examinations – the Examination Package consists of 6 Examinations. The Price of Package of 6 Examinations is 283,58 PLN (including VAT) in case of delivery to Poland and 59 EUR (including VAT) in case of delivery to the Netherlands. The validity period of the Examination Package is 7 months from the date of the first Examination. The User should conduct the Examinations in the abovementioned period.
 - b. 12 Examinations – the Examination Package consists of 12 Examinations. The Price of Package of 12 Examinations is 454,42 PLN (including VAT) in case of delivery to Poland and 119 EUR (including VAT) in case of delivery to the Netherlands. The validity period of the Examination Package is 14 months from the date of the first Examination. The User should conduct the Examinations in the abovementioned period.
 - c. 24 Examinations - the Examination Package consists of 24 Examinations. The Price of Package of 24 Examinations is 898,58 PLN (including VAT) in case of delivery to Poland and 229 EUR (including VAT) in case of delivery to the Netherlands. The validity period of the Examination Package is 27 months from the date of the first Examination. The User should conduct the Examinations in the abovementioned period.
3. The Examination Packages not used up in the validity period automatically expire. It is not possible to use Examination Packages the validity period of which has lapsed. The person who bought an Examination Package or a User to whom the Examination Package has been assigned the validity period of which has passed, is not entitled to any return of costs or compensation in that regard.
4. The activation period of an Examination Package is 3 months from the purchase date. In case the Examination Package has not been activated in the above term, the validity period of the Examination Package expires.
5. After all the Examinations in the Examination Package have been used up in the validity period indicated by the Company, the User should activate a new Examination Package in order for the Services to be further rendered by the Company to the User.
6. The User who, without her own fault, has not been able to activate the Examination Package or use it up in the validity period, can ask the Company to extend the activation period or the validity period. In order to extend such period the User should contact the Company at the email address: infolinia@braster.eu and indicate the reasons for not having activated or not using up the Examination Package in the prescribed term. The Company makes the decision whether to extend the term.
7. The Examination Package is assigned to the User who activated it on the Website. The user who activated the Examination Package should not make them available to other persons.
8. Only the Users who have access to the Device, the Mobile Device with the Application installed in it and a valid Examination Package can carry out the Examinations. The User is informed in the Website after logging in into the Account about the number of Examinations she can still carry out within the Examination Package assigned to her.
9. In the scope not covered by these Terms and Conditions the terms of the Terms and Conditions of the Website and the Privacy and Cookies Policy shall apply to the purchase of Products on the Website.
10. The Company is authorized to amend the Terms and Conditions. In case of the amendment of the Terms and Conditions the Company and the Clients shall be bound by the Terms and Conditions binding on the date of placing the Order.

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