

Statute of the salon and provision of cosmetic services

These Terms and Conditions ("Terms and Conditions") set out the general rules applicable to the salon and the use of in-house cosmetic services at Beauty Experts Anna Lohmann.

1. Date of application:

- The Rules and Regulations are effective as of 01.05.2023.

2. General provisions:

- The Regulations specify the general rules of the salon and the rules of using cosmetic services provided by Beauty Experts Anna Lohmann with the principal place of business at 18 Jerzego Street, 04-424 Warsaw, NIP: 5242431290, REGON: 147098551 in a beauty salon located at 12 Plac Konesera Street, 03-736 Warsaw.
- Customers of the salon are obliged to familiarise themselves with the Terms and Conditions prior to concluding the Agreement, purchasing goods or using the Cosmetic Services.
- Entering into the above-mentioned activities is tantamount to accepting the provisions of the Terms and Conditions.

3. Definitions:

- Beauty Experts - Beauty Experts Anna Lohmann with the main place of business at 18 Jerzego Street, 04-424, Warsaw, NIP: 5242431290, REGON: 147098551.
- Salon - Beauty Experts beauty salon located at 12 Plac Konesera Street, 03-736 Warsaw
Price list of services - current price list of services and goods offered by Beauty Experts expressed in Polish zlotys, amounts given in the price list are gross amounts. The price list is available on the website www.ambassade-biologique-recherche-warszawa.com and in the salon.
- Client - a natural person with full or limited legal capacity, a legal person or an organisational unit with or without legal personality, concluding an agreement, purchasing goods or using services offered by Beauty Experts.
- Cosmetic service - a cosmetic or beauty consultation, cosmetic treatment, cosmetology, massage or any other treatment available in the current offer of Beauty Experts.
- Personnel - persons who provide work at Beauty Experts on the basis of a concluded employment contract or a civil law contract.
- Documentation - documents necessary for the Client's qualification for a Beauty Service. Each Client is required to complete a client card and other documents relating to a specific treatment.
- Contract - a contract concluded between the Client and Beauty Experts.

4. Provision of Beauty Experts Services:

- The use of Beauty Experts' services is possible after the Client has been qualified for a Beauty Service by the Staff, the client card containing consent for the Beauty Service has

been filled in. The information received is entered by the Staff in the form of an appropriate record in the computer system or on paper.

- Prior to commencement of the Cosmetic Service, the Staff shall carry out an interview with the Client to determine whether the Client's health condition, past or present illnesses, as well as lifestyle contraindicate the Cosmetic Service or pose a risk of side effects and to make other recommendations.
- The provision of personal data by the Client in the Documentation is tantamount to with consent to data processing by Beauty Experts.
- Each Client is made aware of the contraindications, side effects and other recommendations, and by proceeding with the Cosmetic Service they are fully aware of them and accept them.
- Clients, prior to commencement of the Cosmetic Service, are obliged to inform the Staff of any ailments or contraindications that may affect the Cosmetic Service, in particular: heart disease, use of a pacemaker, cancer, inflammatory conditions in the acute phase, a history of hepatitis and other infectious diseases, pregnancy or the postpartum period, prostheses in their possession, the use of medicines that reduce blood clotting and unusual reactions to the sight of blood or interrupted continuity of body tissues.
- Clients are obliged to inform the Staff immediately of any deterioration of their well-being during the performance of the Cosmetic Service.
- If there is any doubt about the safety of carrying out the Cosmetic Service, the Staff may refuse to carry out the Cosmetic Service.
- Staff has the right to refuse to provide the Cosmetic Service in the event:

- where they find the Client is under the influence of alcohol or intoxicants;

- The Client has not consented to the provision of the Cosmetic Service or the consent has not been given correctly and unequivocally;

- The Client has not followed the instructions of the Personnel prior to the Cosmetic Service in order to prepare for its performance.

- Failure to accept the terms and conditions is tantamount to cancellation of the Cosmetic Service.
- The selected service can be provided on condition that the selected Cosmetic Service is on offer at Beauty Experts.
- Beauty Experts reserves the right to introduce changes to the offer of currently available treatments.

5. Rules of performing a Cosmetic Service:

- Consent for a Cosmetic Service may be given by a Client of full legal age with full or limited legal capacity.

- Consent to the Cosmetic Service may also be given by a Customer who is under 18 years of age, however, such consent must also be given by his/her legal representative/guardian present in person at the performance of the Cosmetic Service.
- Consent for the performance of a Cosmetic Service on a Customer who is under 18 years of age may only be given in writing by the Customer's legal representative/guardian. Provided that the performance of subsequent Cosmetic Services resulting from recommendations of the Staff does not require the renewed consent of the legal representative/legal guardian, the consent of the Client is sufficient.
- All Cosmetic Services provided in the salon and should be performed with due diligence.
- Personnel are appropriately trained for their position.

They have the qualifications required by law for their work, evidenced by relevant diplomas, certificates or attestations.

- Staff are obliged to maintain cleanliness and tidiness at the workplace.
- The staff is obliged to comply with occupational health and safety regulations, fire-fighting regulations and principles of safe personal data processing.
- Any deviations from the above rules should be immediately notified to Beauty Experts by the clients.
- Beauty Experts reserves the right to change working hours of the Salon. A change may mean temporary closure, as well as shortening or extending its operating hours. The use of some or all areas of the Salon may be temporarily suspended due to an emergency need for repairs, maintenance or other necessary work.
- Cosmetic services are performed according to the Price List of Services established by Beauty Experts, in force on the day of the performance of the cosmetic service, unless the provisions of other regulations state otherwise.
- All prices given in the Price List of Services and on the website www.ambassade-biologique-recherche-warszawa.com are gross prices and are expressed in Polish zloty.
- Discounts, rebates, promotions and vouchers granted to the Customer do not add up.

6. Booking appointments for Cosmetic Services:

- To book an appointment for a selected Cosmetic Service, please visit the Salon in person, contact by phone at 667 33 55 77, by email at recepca@ambassade-biologique-recherche-warszawa.com on the website www.ambassade-biologique-recherche-warszawa.com Making a booking is tantamount to accepting the Terms and Conditions.
- Beauty services are provided only after a prior reservation made by the client.
- Beauty Experts reserves the right not to perform cosmetic services without a prior booking by the Client for reasons including technical or personal reasons.
- In the event of the Client being late for an appointment, the time of the lateness shall be deducted from the time of the scheduled commencement of the Cosmetic Service.
- Beauty Experts reserves the right to refuse to provide the Cosmetic Service if the client is more than 5 minutes late or the client does not show up for the appointment.

- An arranged Cosmetic Service may be cancelled without any consequences, including financial ones, 24 (twenty-four) hours before the agreed booking time at the latest.
- Beauty Experts reserves the right to consider a Beauty Service as provided if the client cancels the treatment less than 24 (twenty-four) hours before the scheduled appointment or the client does not turn up for the scheduled appointment, without prior cancellation.
- It is not permissible for a client to change an appointment for another treatment without Beauty Experts' prior consent.
- Following a Beauty Service, the Staff may recommend to the client preparations for care, aimed at increasing, deepening or prolonging the planned effect of a given Cosmetic Service.

7. Payment:

- Payment for goods and Beauty Services offered by Beauty Experts is possible by cash, payment card, BLIK payment or by a Voucher issued by Beauty Experts.
- Payment for Beauty Experts Services takes place after the performance of the Beauty Experts Service, for goods on offer by Beauty Experts payment takes place at the same time as the goods are issued it to the Customer.
- Upon payment, the Client will receive a receipt or a VAT invoice, with the proviso that the Client will only receive a VAT invoice if he/she informs the Staff before the fiscal receipt is printed.

8. Liability of the Salon:

- The Salon is covered by internal CCTV within the reception area and corridor, for the safety of all persons within the Salon and the Staff. Acceptance of the Rules and Regulations is tantamount to consent to the registration of the image.
- For any damage to Salon equipment, the person responsible for the damage is liable without limitation to the amount of the damage. Damage caused by minors shall be the responsibility of their legal representatives.
- Beauty Experts shall not be liable for any items left in outer garments, in particular valuables, bags, backpacks and purses which should be kept by the Client.
- Beauty Experts shall not be liable for the Client's dissatisfaction with the final result of the Cosmetic Service resulting from subjective impressions. Cosmetic services are performed in a professional manner in accordance with the art.

9. Rights and Obligations:

- The Client and all other persons on the premises of the Salon are entitled to:
 - to be treated with dignity and courtesy by the Staff;
 - confidentiality of client data, in particular the client's health condition, the cosmetic services provided and the course of those services;
 - the provision of services by suitably qualified personnel in accordance with the arts.

- The duties of the Client and any person on the premises of the Salon include:
 - to respect the Rules and Regulations;
 - respecting the dignity and courteous treatment of the staff and other clients of Beauty Experts;
 - observing principles of personal hygiene
 - observing safety rules;
 - respect the ban on smoking or using other substances which could result in a threat to health or life of a client or a third party on the premises of the salon;
 - not consume alcohol in the salon premises, with the exception of an optional welcome glass of sparkling wine served by staff for adults only;
 - respect the recommendations of the Staff.
- It is forbidden to bring animals into the Salon premises.
- A client or any person present on the premises of the Lounge whose rights have been violated have the right to make a verbal or written complaint.

10. Complaints:

- Complaints, complaints and requests can be submitted verbally, in writing to Beauty Experts or by email at recepca@ambassade-biologique-recherche-warszawa.com A complaint must be submitted with the presentation of appropriate documentation proving of the irregularity of the service provided or of the undesired effects.
- Goods sold in the Salon are not returnable.
- If a faulty product is purchased in the Salon, the Customer has the right to make a complaint. A necessary condition for making a complaint is to deliver the faulty product to the Salon, provide proof of purchase and a document describing the type of defect. A complaint will be considered within 30 working days of its receipt.
- Complaints are processed within 30 working days of receipt.

11. Personal data:

- The administrator of the personal data is Beauty Experts, (hereinafter also referred to as the Administrator), email address: anna.lohmann@beauty-experts.pl.
- Personal data shall be processed by Beauty Experts in accordance with applicable laws, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter "RODO" or "RODO Regulation").
- The conclusion of the Contracts is voluntary. Similarly, the related provision of personal data by the Customer is voluntary, subject to two exceptions:
 - the conclusion of Contracts - failure to provide the personal data necessary for the conclusion and performance of the Contract results in the impossibility to conclude the Contract. The

provision of personal data in this case is a contractual requirement and if the data subject wishes to conclude the Contract in question, he/she is obliged to provide the required data;

- statutory obligations of the Controller, when providing the personal data is a statutory requirement resulting from generally applicable legal regulations imposing on the Administrator is obliged to process personal data (e.g. processing of data for the purpose of keeping accounting records) and failure to provide such data will make it impossible for the Administrator to fulfil those obligations.

- The Administrator shall take special care to protect the interests of the persons to whom the personal data processed by him/her relate, and in particular he/she shall be responsible and ensure that the data collected by him/her are:

- processed lawfully;

- collected for specified lawful purposes and not subjected to further processing incompatible with those purposes;

- adequate in relation to the purposes for which it is processed;

- kept in a form which permits identification of data subjects for no longer than is necessary to achieve the purpose of the processing;

- processed in a manner that ensures adequate security of personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, by means of appropriate technical or organisational measures.

- The controller is entitled to process personal data to the extent that at least one of the following conditions is met:

- the data subject has given his or her consent to the processing of his or her personal data;

- the processing is necessary for the performance of a Contract to which the data subject is a party;

- processing is necessary in order to take steps at the request of the data subject prior to entering into a Contract;

- processing is necessary for compliance with a legal obligation incumbent on the Controller;

- processing is necessary for the purposes of legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data;

- The processing of personal data by the Controller requires in each case the existence of at least one of the grounds indicated in the paragraph above.
- In each case, the purpose, basis, period and scope and recipients of the personal data processed by the Administrator results from the activities undertaken by the Customer concerned.
- The Administrator may process personal data for the following purposes, on the following grounds, for the following periods and to the following extent:

Purpose of data processing	Legal basis for data storage processing	Period of data processing
Performance of the contract concluded with the Administrator	Article 6, paragraph 1 point (b) of the RODO Regulation (performance of a contract) and article 9 paragraph 2 point (a) of the RODO Regulation.	The data shall be stored for the period necessary for the performance, termination or otherwise expiry of the concluded contract.
Taking action at the request of the data subject	Article 6, paragraph 1 point (b) of the RODO Regulation (performance of a contract) and article 9 paragraph 2 point (a) of the RODO Regulation.	The data shall be stored for the period necessary for the performance, termination or otherwise expiry of the concluded contract.
Documentation	Article 6 paragraph 1 point (c) of the RODO Regulation in conjunction with Article 25 of the Patients' Rights Act - the processing is necessary for the fulfilment of a legal obligation incumbent on the Administrator.	The data is retained for the period required by law mandating the Administrator to keep records.
Direct marketing	Article 6 paragraph 1 point (f) of the RODO Regulation (legitimate interest of the controller)	The data shall be stored for the period of existence of the legitimate interest pursued by the Administrator, but no longer than the period of limitation of claims against the data subject in respect of the Administrator's business activities. The limitation period is determined by the provisions of law, in particular the Civil Code (the basic limitation period for claims related to the conduct of business activities is three years, and for a sales contract two years).
Marketing of the Administrator's services and products	Article 6, paragraph 1 point a of the RODO Regulation (consent)	The Administrator may not process data for direct marketing purposes in the event of an effective objection in this regard by the data subject. Data shall be stored until the data subject withdraws his or her consent to further processing of his or her data for this purpose.
Bookkeeping	Article 6 paragraph 1 point (c) of the RODO Regulation in conjunction with	Data shall be kept for the period required by the law requiring the

	<p>Article 74(2) of the Accounting Act, i.e. of 30 January 2018. (Journal of Laws 2018, item 395).</p>	<p>Administrator to keep the accounts (5 years, calculated from the beginning of the year following the financial year to which the data relates).</p>
<p>Establishing, asserting or defending claims which the Administrator may assert or which may be asserted against the Administrator</p>	<p>Article 6 paragraph 1 point (f) of the RODO Regulation Data shall be stored for the period of existence of the legitimate interest pursued by the Administrator, but no longer than the period of limitation of claims against the data subject in respect of the Administrator's business activities. The limitation period is determined by the provisions of law, in particular the Civil Code (the basic limitation period for claims relating to the business activities is three years, and for a sales contract it is two years).</p>	<p>The data is stored for the period of existence of the legitimate interest pursued by the Administrator, but no longer than for the period of limitation of claims that may be raised against the Administrator (the basic limitation period for claims related to the business activities is three years).</p>
<p>Use of the Website and ensuring its correct operation</p>	<p>Article 6 paragraph 1 point (f) of the RODO Regulation (legitimate interest of the Administrator) - the processing is necessary for the purposes arising from the Administrator's legitimate interests - consisting of the operation and maintenance of the Website.</p>	<p>The data shall be stored for the period of existence of the legitimate interest pursued by the Controller, but no longer than the period of limitation of the Controller's claims against the data subject in respect of the Controller's business activities. The period limitation period is determined by the provisions of law, in particular the Civil Code (the basic limitation period for claims related to the conduct of business activities is three years, and for a Sales Agreement it is two years).</p>
<p>Keeping statistics and analysing traffic on the Website</p>	<p>Article 6 paragraph 1 point (f) of the RODO Regulation (legitimate interest of the Administrator) - the processing is necessary for the purposes arising from the Administrator's legitimate interests of the Administrator - consisting of conducting statistics and analysis of traffic on the Website in order to improve the functioning of the Website and increase sales of Products.</p>	<p>The data shall be stored for the duration of the legitimate interest pursued by the Controller, not longer, however, than the period of limitation of the Administrator's claims against the data subject in respect of the Administrator's business activities. The limitation period is determined by law, in particular the Civil Code (the basic</p>

limitation period for claims related to the conduct of business activities is three years, and for a sales contract two years).

Internal monitoring

Article 6 paragraph 1 point (c) - processing is necessary for the fulfilment of a legal obligation to which the Controller is subject and for the performance of tasks carried out in the public interest in order to ensure the safety of persons residing in the Lounge, to prevent crimes and offences against property located on the Lounge premises.

The data are kept for the period required by law mandating the Administrator to keep the records.

- For the proper functioning of the Showroom, including the performance of the concluded Contracts, it is necessary for the Administrator to use the services of external entities (such as e.g. a software provider, an IT company or an entity handling electronic and payment card payments). The Administrator shall only use the services of such processors that provide sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of the RODO Regulation and protects the rights of the data subjects.
- Personal data will not be transferred by the Controller to a third country i.e. to recipients outside the European Economic Area.
- The transfer of data by the Administrator does not take place in every case and not to all recipients or categories of recipients indicated in the Regulations. The Administrator shall transfer data only if it is necessary for the fulfilment of the given purpose of personal data processing and only to the extent necessary for its fulfilment.
- The Customer's personal data may be transferred to the following recipients or categories of recipients:

- entities handling electronic payments, in the case of a Customer who uses the using the electronic payment method, the Administrator shall make the collected personal data of the user available to the chosen entity handling the above payments in the Lounge at the request of the Administrator to the extent necessary to process the payment in progress;

- service providers supplying the Administrator with technical, IT and organisational solutions enabling the Administrator to conduct its business activity, including the Lounge and the services provided through it, and performance of Agreements (in particular, computer software providers for running a Lounge, IT companies, e-mail and hosting providers and software providers for business management, marketing activities, and providing technical assistance to the Administrator). The Administrator shall make the collected personal data of the Client available to the chosen supplier acting on his behalf only in the case and to the extent necessary to fulfil the given purpose of data processing in accordance with this Privacy Policy;

- marketing service providers - marketing agencies providing support to the Administrator in marketing activities;

- carriers, forwarders, couriers who provide courier services to the Administrator, the Administrator shall make the collected personal data available to the selected entity to the extent necessary to carry out the delivery;

- providers of accounting, legal, advisory or translation services who provide accounting, legal, advisory or translation support to the Administrator (in particular an accounting office, a law firm, a debt collection agency or a translation agency). The Administrator shall make the collected personal data available to the selected provider acting on its behalf only in the case and to the extent necessary to fulfil the given purpose of data processing in accordance with this Privacy Policy.

- Personal data shall not be subject to automated decision-making, including profiling.
- Rights of the data subject:

- Right of access, rectification, restriction, erasure or portability - The data subject has the right to request from the Controller access to his/her personal data, their rectification, erasure ("right to be forgotten") or restriction of processing and has the right to object to the processing, and has the right

to portability of their data. The detailed conditions for exercising the rights indicated above are indicated in Articles 15-21 of the RODO;

- The right to withdraw consent at any time, the person whose data is processed by the Controller on the basis of the consent given (based on Article 6(1)(a) or Article 9(2)(a) of the RODO has the right to withdraw consent at any time without affecting the compatibility of the lawfulness of the processing that was carried out on the basis of the consent before its withdrawal;

- The right to lodge a complaint to a supervisory authority - the person whose data is processed by the Controller has the right to lodge a complaint to a supervisory authority in the manner and mode specified in the provisions of RODO and Polish law, in particular the Personal Data Protection Act. The supervisory authority in Poland is the President of the Office for Personal Data Protection;

- Right to object, the data subject has the right to object at any time, on grounds relating to his or her particular situation, to the processing of personal data concerning him or her based on Article 6(1)(e) (public interest or tasks) or (f) (legitimate interest of the controller), on the basis of these provisions. In such a case, the controller shall no longer be allowed to process these personal data unless the controller can demonstrate the existence of compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or grounds for the establishment, exercise or defence of claims;

- The right to object to direct marketing, where personal data are processed for the purposes of direct marketing, the data subject shall have the right to object at any time to the processing of personal data concerning him or her for the purposes of such marketing;

- In order to exercise the rights referred to in this section of the Privacy Policy, the Controller may be contacted by sending an appropriate message in writing or by e-mail to the Administrator's address indicated at the beginning of the Privacy Policy.

12. Final provisions:

- Beauty Experts shall not be held liable for not allowing the Client to perform a selected treatment, in case the Staff finds contraindications to the performance of the Cosmetic Service.
- The content of these Terms and Conditions is made available on the website at <https://ambassade-biologique-recherche-warszawa.com/regulamin>. Beauty Experts reserves the right to amend the Terms and Conditions due to changes in legislation, technical changes to aspects of the services in order to prevent abuse. Any changes are effective 7 days after their introduction by Beauty Experts and after the amended Rules have been made available on the website at <https://ambassade-biologique-recherche-warszawa.com/regulamin>.
- Matters not covered herein are subject to the provisions of the Voucher Regulations, Privacy Policy and Cookie Policy.
- Matters not regulated in the Rules and Regulations shall be governed by universally applicable provisions of Polish law, in particular the Civil Code.