

I. General provisions.

1. These Regulations are regulations within the meaning of the act of 18.07.2002 on the provision of electronic services (Journal of Laws of 2020, PL).
2. These Regulations define the scope and the type of services provided online by the Service Provider as part of the Poradnia-Internetowa.pl Service and the conditions of their provision, the rules of concluding and terminating contracts, payments, rights and obligations of the parties, as well as the complaint procedure.
3. Poradnia-Internetowa.pl Service provides online services, and it should be understood as therapeutic and related consultations, hereinafter referred to as Specialist consultations.
4. The Specialist consultations are available to persons with full legal capacity. In other cases, we require a written permission signed by legal guardians. The permission needs to be sent to the e-mail address provided by the Specialist during consultation, and also the legal guardian must be present at the consultation.
5. These regulations are a template of the contract that is concluded between the Service Provider and the Client of Poradnia-Internetowa.pl. The contract is being concluded by accepting the Regulations and ordering the service.

II. Definitions.

1. E-mail address - means the e-mail address provided by the Client in the contact form.
2. Contact form - means the registration form, which needs to be filled to use the Poradnia-Internetowa.pl Service.
3. Client - means a natural person, which uses the services provided by the Service.
4. Firm - legal person or an organization which is not a legal person, to which the law grants legal capacity, and which concluded a contract with the Service Provider for the provision of Poradnia-Internetowa.pl services.
5. Poradnia-Internetowa.pl Service – means a website to which the Service Provider has the right and through which the services are offered.
6. Contract – means an agreement for the provision of online services.
7. Specialist - means a person with the competences and rights to conduct consultations offered by the Service.

8. Specialist consultation - means the services provided by the Service Provider as part of the Poradnia-Internetowa.pl.
9. Video consultation - means the consultation carried out via instant messenger.
10. Service Provider - means the Centrum Terapii i Wspomagania Rozwoju FOCUS Woźniak Mateusz, ul. Sikornik 18, 44-122 Gliwice, NIP: 969-163-12-15.
11. Administrator of personal data - the Service Provider is the administrator of personal data.

III. Services.

1. Services provided by the Poradnia-Internetowa.pl are paid.
2. The Service Provider provides specialist consultations carried out as video consultations - 50-minute video calls between the Client and the Specialist via instant messenger with or without the camera.
3. The provision of services depends on:
 - filling in the appropriate password or code generated based on the contract conducted by the Firm for provision of consultations for its employees and associates and timely payments;
 - the Specialist has the right to verify the password or code and their correctness and validity, and in case of any disagreement may refuse to provide the service;
 - the payment in accordance with the Service Provider's price-list.
4. To start using the services, it is necessary to:
 - enter the Service;
 - choose the Specialist and the type of service and select the available date and time;
 - read the Regulations and the Privacy Policy and accept them by clicking the appropriate button;
 - correctly fill in the form by providing the following data: name, surname, e-mail address, contact telephone number and password or code in case of Firm consultations or information about payment (payer's details, date of the transfer).
5. The Specialist, considering the Client's current mental state, may refer him/her for medical consultation. The Specialist may also refuse to provide the service, if he/she finds that online consultation is not appropriate or sufficient for the reported problem.
6. Poradnia-Internetowa.pl does not provide Crisis Intervention services. People in serious crisis, life-threatening or health-threatening situations (suicidal thoughts, self-harm, violence) are absolutely advised to contact the nearest medical facility as soon as possible.

7. The Specialist may refuse to provide services to the Client, who is offensive or aggressive. The consultation will be added to payment, because of the Specialist being ready. The payment will not be refunded in this case, and in the case of Firm consultation, it will be billed as completed.
8. Recording the consultations, by both the Client and the Specialist, is prohibited by law without the written consent. Other provisions of Polish law apply in this case.

IV. Technical conditions.

1. The condition for proper use of the Poradnia-Internetowa.pl is that the Client must meet the minimum technical requirements in the field of computer or phone equipment and internet connection, which allows to connect with sound and/or image with a Specialist using an instant messenger.

V. Conclusion of the contract.

1. The contract for the provision of services offered by Poradnia-Internetowa.pl is concluded by accepting the regulations of the Service Provider and providers of the Internet services (www.poradnia-internetowa.pl/regulamin) and ordering the service.
2. In order to start using the services provided by Poradnia-Internetowa.pl, it is necessary to read all the Regulations.
3. The Client has the option to book a consultation after accepting the Regulations, filling in the contact form, choosing the Specialist and type of service, the date and time of service provision and filling in the password or code or information about payment.
4. The conclusion of the contract means agreeing to provide online service, and understanding the benefits and limitations of online services, in particular, the lack of physical contact with a Specialist.
5. Booking a consultation means agreeing to the processing of personal data by Poradnia-Internetowa.pl and the Service Provider. The Specialist may ask about additional identification data resulting from separate regulations, which are necessary to provide the selected service.
6. The fact of concluding a contract between the Client and the Service Provider is confirmed by an email sent to the address provided by the Client during registration.

-
7. If the consultation is canceled by the Specialist for random reasons, the Service Provider offers the Client an appointment at the closest convenient time. If Client pays individually for the consultation, the fee is returned or transferred to the next consultation.

VI. Contact with a Specialist.

1. After correctly ordering the service, the Client will receive a confirmation message with a link to start consultation on the date and time chosen in the booking form.
2. If the Client fails to log into the system within 15 minutes from the agreed time, the Specialist has the right to cancel the meeting. The consultation will be added to payment, because of the Specialist being ready. In case of Firm consultation, it will be billed as completed.
3. If the consultation is delayed because of the Client, the service will not be extended.
4. The consultation order is the final confirmation, so it is not possible to make changes later.
5. In the case of all orders, the resignation from consultation after its order causes counting it as completed, which means the payment will not be refunded and in the case of Firm consultation, it will be billed as completed.

VII. Payments.

1. The consultations provided by the Service are paid in accordance with separate arrangements with the Client or the Firm.
2. The payment for consultations ordered individually is made by transfer to the Service Provider's bank account number.
3. The payment is finalized when the funds are posted to the Service Provider's account.
4. The payment for a consultation ordered individually should be made immediately after ordering the service. In case of non-payment, the service will not be provided and the reservation will be canceled.
5. In case of an individual Client, The Service Provider will issue an invoice, after sending all needed information to the email address: *justyna.focus@gmail.com*. The invoice will be sent electronically within 14 days from the date of the service to the Client's email address.

VIII. Rights and obligations of the parties.

1. Service Provider:

- commits to provide the service in accordance with the Regulations;
- commits to get Specialists, who provide services on certain dates and according to their best knowledge and skills;
- commits to keep in secret information related to the Client and obtained during the contract, unless the law provides otherwise. The obligation of secrecy is not limited in time;
- is guided by the privacy policy in accordance with the General Data Protection Regulation, i.e. 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 is responsible for non-performance and improper performance of the contract, unless its non-performance or improper performance is the Client's fault, by third parties or force majeure, the Service Provider may cancel the contract in accordance with the provisions of the Regulations.
- is not obligated to provide services if the Client fails to make a payment or if the Firm is delaying the payment for 1 billing month.
- has the right to stop providing services in case of illegal, aggressive or offensive behaviour by the Client;
- has the right to suspend the website in case of the necessary actualizations of its software and related technical devices;
- has the right to change the provisions of the Regulations by posting it with 3 days of waiting for entering into force;
- The Service Provider's liability is limited to the damage suffered by the Client, excluding lost profits, and the upper limit of the Service Provider's liability is limited to the amount of the fee paid by Consultation. In case of consultations paid by Firms,, the upper limit of the Service Provider's liability is limited to the amount of the average market fee for a given service.
- is not responsible for how the Client uses the services/knowledge in his private and professional life.

2. Client:

- has the right to services for himself due to the contract and the provisions of the Regulations;
- may submit a complaint due to the provisions of the Regulations;
- has the right to withdraw from the contract in accordance with the provisions of the Regulations.

-
- he has the right and obligation to control, change and possibly request removal of his data provided by him to the Service Provider, except for the data necessary for the service under separate provisions;
 - commits not to send illegal, offensive and inconsistent information, that may damage the website or the computer system. In case of providing such data, the Service Provider is entitled to full compensation;
 - commits not to record services without the permission of the Service Provider, made in writing.

IX. Withdrawal from the contract.

1. Each party to the contract has the right to withdraw from the contract.
2. The right to withdraw from the contract is exercised by submitting an appropriate declaration to the other party, in paper or electronically.
3. The declaration of withdrawal from the contract must be submitted in a way that the other part can read it.

X. Complaints and dispute resolution.

1. The Client has the right to submit a complaint regarding the use of the Poradnia-Internetowa.pl within 7 days from the date of Consultation or the date on which it should be done.
2. The complaint should be made in writing and sent to the Service Provider's email address:
mateuszw.focus@gmail.com
3. The complaint should include:
 - Client's data: name and surname, address or company's headquarters company name and e-mail address;
 - presentation of the problem, which is the cause of the complaint; and all circumstances connected with the non-consultation or improper provide of the contract by the Service Provider.
4. Consideration will take place within 30 working days from the date of its delivery. A response to the complaint will be sent to the Client via e-mail address provided in the contact form.
5. In case of any dispute regarding the contract concluded between them, the Client and the Service Provider will take steps to resolve it amicably.

-
6. If the dispute regarding the contract concluded on the basis of these regulations is not resolved by amicable settlement, the parties may pursue claims through court proceedings in the Head office of the Service Provider.

XI. Protection of personal data and final provisions.

1. The Service Provider is the administrator of personal data. The data provided by the Client may be processed only for the purpose of completing the order and for the purposes written in the Privacy Policy available on the Poradnia-Internetowa.pl.
2. A Client who intends to use the services of the Poradnia-Internetowa.pl has read these Regulations, fully accepts its provisions and is aware of the risks associated with the use of online services and acknowledges that consultations may be informative, and there may be no medical documentation created within the meaning of the act on Patient Rights and Ombudsman Patient's Rights and the Regulation of the Minister of Health (PL acts).
3. The Service Provider has the right to change these Regulations. Such changes do not affect the content of contracts concluded before the publication of the changes. The regulations are changed by publishing them on the Poradnia-Internetowa.pl.
4. The Service Provider will not share information provided by the Client to third persons. The Client has no right to publicly share the content of the consultations provided to him.
5. In matters not included by these Regulations, the act of 18.07.2002 on the provision of electronic services and other regulations of Polish law shall apply to the provision of services, in particular: the act of 08.06.2001 about the profession of psychologist and professional self-government; (Journal of Laws of 2019, PL) and the act of 23.04.1964 the Civil Code (Journal of Laws of 2019, PL).
6. The date specified below is the date of the Regulations in the last version.

01.11.2020