

Pethelp voucher regulations

§1. Definitions

Voucher	multi-purpose voucher based on Article 2 point 44 of the Polish Vat Act, issued by Pethelp, exchangeable for Services and / or Goods;
Customer	natural person - Patient owner / carer, assigned to the Voucher;
Customer Account	Patient's owner / keeper of the account that was created on the Pethelp website or XP Clinic;
Purchaser	the person or entity who purchased the Voucher from Pethelp;
Patient	a dog or cat assigned to the Voucher during the activation process;
Partner	entrepreneur – a veterinary clinic that has undertaken to accept Vouchers in the settlement of specified Services and Goods in accordance with the terms of the Regulations;
Pethelp	Pethelp limited company, established in Warsaw, at ul. Komisji Edukacji Narodowej no. 95 (02-777 Warsaw), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000739662, NIP 951-246-24-41, Regon 380163584, having share capital of PLN 199 200,00;
Partner program	a program created by Pethelp, in which Partners accept Vouchers as a form of settlement of Services rendered to Customers and Goods sold to them;

Goods	goods offered by Partners, for which the Customer may pay during the term of the Agreement using Vouchers;
Services	services provided by Partners for which the Customer may pay during the term of the Agreement using Vouchers;

§2. Basic information

1. The issuer of Bills is Pethelp.
2. The voucher is a 'voucher for various purposes' within the meaning of Article 2 point 44 of the Polish VAT Act and has an electronic form.
3. The voucher can only be exchanged for Services and Goods offered by Partners during its validity period.
4. Each voucher has a unique code assigned to it, allowing its accurate identification.

§3. How to buy a voucher

1. When buying a gift voucher, you must choose whether the patient will be a cat or a dog. A voucher intended for a dog cannot be activated for a cat - and vice versa.
2. You can only exchange vouchers for specific Services and / or Pethelp Goods. A description of Vouchers, covering the scope and number of specific Services and / or Goods for which you can exchange them, is available here: www.pethelp.pl
3. We issue various types of Vouchers with which you can settle Services and Goods. The scope and number of Services and Goods, within individual Vouchers, also vary.
4. We do not issue vouchers (replacement vouchers or duplicates) if you lose or otherwise lose your voucher.
5. At the time of purchase of the Voucher (e.g. by choosing the "Buy and pay" option) or other equivalent, you undertake to transfer to Pethelp the amount of money indicated in the voucher's description, in the payment method selected from Pethelp's options. Pethelp acquires the funds transferred by the Buyer upon receipt.
6. You can be a Voucher Buyer provided that you have the capacity to perform legal actions to the extent sufficient to purchase the Voucher in the light of applicable regulations.

§4. How to activate the voucher and assign it to the patient

1. Voucher activation is carried out electronically, via the website www.pethelp.pl. The voucher is activated by the customer.
2. To activate the voucher, you must assign it to a specific patient. You cannot change the Patient assigned to the Voucher.
3. When activating the Voucher, you must provide:
 - a. Customer's email address;
 - b. the customer's mobile number;

c. Patient's electronic identification number (micro-chip) to which the Services will relate, settled with a Gift Certificate.

4. In the case of Patients who do not have a micro-chip number, it will be necessary to provide the Customer's PESEL number and attach a description of the Patient, i.e.

- a. name;
- b. breed;
- c. century;
- d. coat;
- e. size;
- f. special features (if any);
- g. photographs of the animal.

5. . If you do not provide the data indicated in point 3 and 4, or you do not agree to their processing by Pethelp and Partners, you will not be able to create a Customer Account and activate the Gift Certificate.

6. A Customer Account is created during the activation of the Voucher. If you are already our customer, you can assign a voucher to an existing customer account.

7. During the activation of the Voucher, you must agree to send technical information regarding the use of Vouchers, via SMS, to the phone number and e-mail address provided by you, to the e-mail address provided by you. Lack of such consent prevents creating a Customer Account and activating the Voucher.

8. During the activation of the Voucher, you must agree that the Partner with whom the Service or Good has been settled using the Voucher should inform Pethelp about: with which Partner, when and what Service or Good have been settled with the use of the Voucher. You must also agree to provide Pethelp with detailed information and documentation regarding the Service provided in the event of a dispute as to whether the Service has been performed or has been properly performed. Lack of such consent prevents the creation of a Customer Account and activation of the Voucher.

§5. I used Bon. What's next?

1. After each settlement of a Service or Good using a Gift Certificate:
 - a. on the Customer's Account we note the fact of using the Voucher, type of Service or Good that has been settled using the Voucher, details of the Partner with whom the settlement took place and the day of settlement;
 - b. you will receive from us information about the settlement of the Service or Good using the Gift Certificate via SMS;
 - c. we will send you information on the settlement of the Service or Good using the Voucher via email.

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2. Information on the number and type of Services and Goods remaining to be used for a specific Voucher can be found on the Customer's Account.

§6. The term of validity

1. The voucher has a validity period of 12 months from the date of its purchase (regardless of the date of its activation) - unless Bon's description clearly indicates otherwise.
2. The voucher's validity period is displayed during purchase and cannot be extended.
3. In the event of the expiry of the Voucher, the Buyer or the Customer shall not have the right to demand from Pethelp a refund to Pethelp.
4. Information on the expiry date of your voucher can be found on the Customer Account.

§7. Implementation of the voucher - detailed information

1. You can only exchange vouchers for the number of specific Services and / or Goods indicated in their description.
2. The voucher cannot be exchanged for another Voucher or for money.
3. The voucher is not refundable - except for cases directly indicated in the Regulations or when purchasing the Voucher.
4. Services and Goods can be purchased using the Voucher only from Partners.
5. The list of Partners and the Services and Goods they offer is variable. Different Partners may offer a different range of Services and Goods that you can purchase using a Gift Certificate.
6. You can settle accounts using the Service and Goods Voucher with any Partner who offers such a possibility.
7. The current list of Partners and Services and Goods that can be purchased from them using the Gift Certificate can be found at www.pethelp.pl/placowki. The list is for information purposes only. If for any reason you will not be able to purchase a specific Service or Good from a specific Partner, please let us know. We will show you another Partner with whom you will be able to purchase the Service or Product you are interested in using the Gift Certificate.
8. The decision whether the Service or Good is to be settled using the Gift Certificate is made solely by the Customer.
9. By using the Voucher, you account for a specific Service and / or Good regardless of any differences in their price

at the selected Partner. You do not have to pay extra for a Service or Good settled using a Gift Certificate. At the same time, you are not entitled to any refunds in cash or any other form.

10. Inform the Partner that you want to settle accounts using the Voucher, before performing the Service or purchasing the Good.

11. Settlement of the Service or Good using the Gift Certificate takes place upon acceptance of the Gift Certificate by the Partner. This is done electronically and is immediately recorded on the Customer Account.

12. The voucher does not guarantee the availability of the Service or Good at any time at each Partner. To find out the available dates, contact the Partner directly.

13. Remember that each Partner may have slightly different rules and regulations related to the provision of Services and the sale of Goods.

14. The purchaser may withdraw from the voucher upon confirmation of the patient's death by a certificate released by veterinary clinic. Then, the purchaser (in the case of a Voucher with a cyclical monthly payment) is obliged to settle the payment for all unpaid Services and Goods that have been used so far as part of the acquired Voucher. Other cases will be considered individually by Pethelp.

§8. Restrictions on the use of vouchers, permanent or temporary deactivation of the Voucher

1. Using the Voucher, you can settle only one Service of the same type in one day.

2. Gift vouchers may only be used by individual customers - natural persons. You may not use Vouchers if you have dogs and / or cats in connection with your business, in particular if you are breeding animals or have them for other business or scientific purposes.

3. Services settled using a Gift Certificate may only be provided to the Patient to whom the Gift Certificate is assigned. The Service Voucher provided to any other animal cannot be settled.

4. During the Voucher's validity period, one animal cannot be assigned to more than one Voucher, unless Bon's description clearly indicates otherwise.

5. A Voucher cannot be assigned to an animal during the validity period of another Voucher assigned to that animal. This is not possible even if the previous Voucher no longer contains any Services and Goods to be used - unless the voucher description clearly indicates otherwise.

6. Any trading of Vouchers is not allowed, unless this possibility results from a separate agreement from Pethelp. This applies to commercial or other professional turnover, especially in the context of business operations.

7. It is not allowed to provide false or third-party data - including address details, contact details or payment details.

8. Each Voucher is assigned a unique code that allows you to identify the type of Voucher and its credibility and distribution method. Activation of a voucher that is not from Pethelp is not possible. If you attempt to activate a Gift Certificate from an illegal source, Pethelp will invalidate and deactivate the Gift Certificate without any right to a refund or any other benefits.
9. The voucher can be activated only after paying for it.
10. Buyers have the option of paying for the Voucher in tranches. The cash owed to Pethelp will then be transferred in portions, on set dates. In the event of a delay in the transfer of any part of the funds, Pethelp may temporarily deactivate the voucher until the outstanding part of the funds has been received. Temporary deactivation of the Voucher does not affect its validity.
11. If Pethelp becomes aware of the purchase or use of the Voucher in a way that violates the Regulations or generally applicable laws, he may annul and deactivate the Voucher without the right to a refund or any other benefits.
12. In the event of the death of the Patient during the validity period of the Voucher for one Patient, after confirming this fact with an appropriate certificate from a veterinarian, Pethelp allows the Purchaser to change the Patient assigned to a given Voucher, provided that only unused services remain to be used under a given Voucher. Pethelp may also offer a solution individually agreed with the Buyer, after analyzing the current use of the Voucher.
13. In the event of the death of the Patient during the validity period of the Voucher for more than one Patient, after confirming this fact with an appropriate certificate from a veterinarian, Pethelp allows the Purchaser to change the Patient assigned to the Voucher in such a way that the deceased Patient is replaced by a new Patient indicated by the Purchaser . Pethelp may also offer a solution individually agreed with the Buyer, after analyzing the current use of the Voucher.
14. If Pethelp finds out about the purchase or use of the Voucher in a way that violates the Regulations or generally applicable regulations, it may cancel and deactivate the Voucher without the right to a refund or any other benefits. Moreover, if, for any reason, the entire amount due for the purchase of Voucher has not been paid to Pethelp, the deactivation of Voucher for the reasons indicated in the preceding sentence shall not exclude the obligation to pay the full amount due to Pethelp.

§ 9. Responsibility

1. Services are provided and Goods are sold by Partners on their own behalf and on their own account.
2. The Partner is responsible for all Services rendered by the Partner to Customers and Patients.
3. Pethelp shall not be liable for any failure or improper performance of any Services by the Partner.

4. Services and Goods settled with Partner using a Voucher are subject to the same rules in the following areas:

- warranty
- non-compliance with the contract
- complaints

as Services and Goods settled by this Partner in a different way. If there are grounds for reimbursement by the Partner of the remuneration collected during the voucher's validity period, this can only be done by restoring the possibility of settling the given Service or Good using the Voucher.

5. Pethelp does not provide any Services or sell any Goods.

6. Complaints and claims related to non-performance or improper performance of the Service or non-compliance of the Goods with the contract, should be reported directly to the Partner.

7. Send complaints to Pethelp related to:

- failure to deliver, function or malfunction of the Vouchers;
- the failure to provide, operate or malfunction of the unique security codes;
- the Customer Account not functioning or malfunctioning;
- incorrect entry in the Customer's account of the use of the Gift Certificate.

8. Complaints in matters referred to in point 7, send to Pethelp in writing to the following address: ul. Komisji Edukacji Narodowej 95, 02-777 Warsaw, or by e-mail to the following address: reklamacje@pethelp.pl.

9. Complaints in matters referred to in point 7 should contain:

- a. details of the person submitting the complaint, including his correspondence address or e-mail address;
- b. Voucher number (unless the complaint relates to its non-delivery);
- c. description of the reason and nature of the complaint.

10. If you make an incomplete complaint, Pethelp will ask you to complete it - provided that you provide contact details.

11. Pethelp undertakes to consider the complaint (which contains all the elements indicated in point 9 of this paragraph) within 14 days from the date of its receipt. Pethelp will inform you by registered mail or by e-mail about the acceptance of the complaint or the reasons for not considering it.

§10. statements

1. By choosing the option "Buy and pay" or other tantamount to buying, depositing money or committing to make a payment, you declare that you have read the Regulations, understand its content, do not raise any objections to it and undertake to comply with it.

2. By activating the Voucher, you declare that you have read the Regulations, understand their content, raise no objections to them and undertake to abide by them.

3. If the Buyer is not a Customer at the same time, then - by handing over the Voucher to the Customer - he undertakes to inform him of the content of the Regulations and the possibility of reading it on the website www.pethelp.pl.

4. The provisions of point 1-3 relate in particular to the conditions of using Vouchers and restrictions in this regard.

§11. Additional information

1. A voucher is a form of a gift voucher and - within the meaning of applicable regulations - it is not an electronic payment instrument, electronic money instrument or payment card.

2. The issue of the Purchaser's Voucher shall not constitute a sale subject to tax on goods and services within the meaning of the relevant tax regulations. Upon the Purchaser's express request, Pethelp will issue the Purchaser with a proof of payment upon receipt of the funds.

3. Special conditions or restrictions on the use of Vouchers may be included in their descriptions, available on the website www.pethelp.pl before confirming the decision to purchase the Voucher.

4. The Regulations are subject to the relevant provisions of Polish law.

5. The Regulations do not violate the mandatory provisions. In the event of a conflict of the provisions of the Regulations with the mandatory provisions, these provisions shall apply in place of the provisions of the Regulations, and the remaining part of the Regulations shall remain in force.

6. Pethelp reserves the right to amend the Regulations. Any changes are effective from the date of their interposition by Pethelp, after the amended Regulations are made available on the website www.pethelp.pl. The changes do not apply to Vouchers purchased by Buyers before their interposition.