

Term and Conditions for the Provision of Electronic Services by Labplus S.A.

Dated February 9, 2023

This Regulation defines the general terms and conditions for using services provided electronically by Labplus S.A through LabTest Checker and is the regulation referred to in Article 8 of the Act of July 18, 2002, on the provision of electronic services (Journal of Laws of 2017, item 1219).

Acceptance of this Regulation is equivalent to expressing consent to the terms presented by the User, therefore on behalf of Labplus, we kindly ask you to familiarize yourself with the following information before deciding to use LabTest Checker.

Regulations can be printed or saved electronically.

Please direct your questions to Labplus according to the contact method indicated in Terms and Conditions II.

I. DEFINITIONS

The following general definitions apply in these Regulations:

- a. **LabTest Checker** - a medical device in accordance with the requirements of Regulation (EU) 2017/745 of the European Parliament and of the Council of April 5, 2017 on medical devices certified in Class I as medical software based on artificial intelligence solutions called LabTest Checker, through which Labplus provides a service to Users via the website.
- b. **Labplus** - Labplus S.A. based in: Labplus S.A. Wyspa Słodowa 7, 50-266 Wrocław, Poland registered by the Commercial Court for Wrocław under the number 0001018188, NIP 8961622267, REGON 524450039. Labplus S.A is registered in the Register of Entities Performing Medical Activities under the registration number - 000000204704.
- c. **RODO** - Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
- d. **Site(s)** - Labplus and/or User.
- e. **User** - an adult person with full legal capacity.

II. CONTACT WITH LABPLUS

The ways to contact Labplus:

- a. by post or in person to the address: Labplus S.A. Wyspa Słodowa 7, 50-266 Wrocław, Poland
- b. via e-mail : kontakt@labplus.pl
- c. via the contact form on the website <https://labplus.pl/kontakt/>



III. TECHNICAL REQUIREMENTS

The use of LabTest Checker by the User is possible if the IT system used by the User meets the following minimum technical requirements: device connected to a stable Internet network, web browser with JavaScript enabled (ES2020 standard or newer), device has a screen larger than 4 inches (recommended minimum resolution 640x1136 px), 1GB of available RAM of the User's device.

IV. SERVICE

1. Through LabTest Checker, Labplus provides the User with a service that enables the utilization of an analytical function. This function, based on the analysis of laboratory test results provided to Labplus by the User through independently entering data into LabTest Checker and conducting a medical interview within LabTest Checker, will present to the User, via LabTest Checker, the analysis results regarding the forecasting and prediction of the User's health condition and diseases, as well as data collected from the medical interview.
2. The LabTest Checker service is not intended for pregnant women.
3. The analytical functions of LabTest Checker are auxiliary and informational in nature for forecasting and predicting the user's health status and diseases. The user's laboratory test results and medical interview are subject to automatic artificial intelligence assessment, however, they cannot replace medical consultation of the test results or substitute for medical consultations, advice, or diagnosis - concerning the user's health status based on medical knowledge indications.
4. The result of the analysis includes - in medically justified cases - the recommendation of the User to perform The use of LabTest Checker by the User is possible provided that the ICT system used by the User meets the following minimum technical requirements: a device connected to a stable Internet network, an Internet browser with JavaScript enabled (standard es2020 or later), the device has a screen larger than 4 inches (recommended minimum resolution 640x1136 px), 1GB of available RAM of the User's device. additional laboratory tests for diagnosis by a doctor or monitoring of the abnormalities found, or the most likely interpretation with justification and the likely process of further treatment, as well as data from the medical history.
5. LabTest Checker is not intended to diagnose diseases or assist in the treatment of the User. Any symptoms concerning the User's health and test results that cause concern to the User should be consulted immediately with a physician.
6. The use of LabTest Checker by the User is charged according to the Labplus price list.
7. Labplus provides the user with the option to make payment via PAYU account through the website of the electronic payment operator.
8. The conclusion of the service agreement between the User and Labplus occurs at the moment of the User's approval of the payment obligation option and subsequent payment of the service fee by the User.
9. The User, when deciding to order the service, is obliged to accept the Terms of Service provided by Labplus and the Privacy Policy statement of Labplus. Furthermore, for the purpose of Labplus fulfilling



its tax obligations, including issuing VAT invoices, the User provides Labplus with the following data: first name, last name, address, email address, tax identification number (NIP), declaration regarding paper invoice, name of the conducted business activity.

10. The VAT invoice serves as confirmation of the agreement concluded by the User with Labplus. Labplus sends the VAT invoice to the User's provided email address.
11. After entering into an agreement with Labplus, the User answers questions posed by LabTest Checker to develop a medical history, and also answers questions about the quality of service and satisfaction with the process so far. The User then receives the result of the analysis along with the medical history data directly in LabTest Checker. In case of insufficient data, such as an insufficient number of laboratory test results or too many responses of 'I don't know' to questions in the medical interview, LabTest Checker will not be able to provide the User with the analysis result.
12. Until the medical history is validated in LabTest Checker, the user has the option to withdraw from the remote contract by canceling the use of LabTest Checker and after submitting a statement of withdrawal to Labplus in accordance with the form attached to these Regulations.
13. After the User approves the medical interview data in LabTest Checker, **the right to withdraw from the contract by the User is lost** due to the full performance of the service by Labplus, to which the User hereby consents.

V. TERMS AND CONDITIONS FOR USING THE LABTEST CHECKER APPLICATION

1. Using LabTest Checker by the User is possible on a device connected to the Internet according to the technical requirements specified in Section III, accepting the Terms of Service provided by Labplus and the Privacy Policy statements by Labplus and making payment for the service.
2. The user agrees to follow the LabTest Checker User manual, which is available on the Labplus website <https://labplus.pl/Regulaminy/>
3. LabTest Checker is made available to Users on the website. Labplus reserves the right to introduce interruptions in User's access to LabTest Checker.
4. The user must complete the entire medical interview regarding their health status, presence of diseases, medications taken, family medical history, etc., in order to use LabTest Checker. Correct and truthful completion of the health interview by the user supports the analytical function and enables the proper operation of LabTest Checker.
5. Labplus is not responsible for the consequences of providing incorrect data by the user in the medical interview or providing incorrect results of laboratory tests.
6. The user cannot provide to LabTest Checker or through LabTest Checker to Labplus' information systems content that causes a disturbance or overload of Labplus' or Labplus' cooperating entities' information systems, or content of an unlawful nature.



7. By using LabTest Checker, the User does not acquire any rights to LabTest Checker or related to LabTest Checker, except for enabling the use within the limitations arising from the provisions of the Regulations.
8. Labplus is entitled to make any modifications, including limitations in LabTest Checker, in particular to make updates from the point of view of correctness of LabTest Checker operation.
9. The result of the analysis in terms of prognosis and prediction of the User's health status and medical history data will be provided to the User by Labplus via the website directly in LabTest Checker.

VI. COMPLAINTS

1. Due to the execution of the service, the User is entitled to lodge a complaint related to improper, i.e., non-compliant with the provisions of the Regulations, performance of the service by Labplus.
2. The User's complaint may be submitted in written or electronic form, in accordance with the contact method specified in Section II of the Regulations.
3. To ensure a fair complaints handling process and the specific nature of service provision, User complaints should be submitted along with a description of the incident that is the subject of the complaint promptly after the occurrence of the grounds for complaint.
4. Labplus will respond to the complaint within 14 days from the date of its receipt, in writing or electronically, to the User's email address provided by the User.

VII. CLOSING PROVISIONS

1. Labplus is authorized to amend these Terms and Conditions by making the new content of the Terms and Conditions available on LabTest Checker along with the existing provisions of the Terms and Conditions to contracts entered into prior to the amendment of the Terms and Conditions.
2. In matters not regulated in the Regulations, the provisions of the generally applicable law of the Republic of Poland shall apply.
3. Information regarding the processing of data by Labplus in accordance with the RODO is available in the Labplus Privacy Policy, which is provided to the User with the option to download and save it electronically when entering into the agreement and is available on the website <https://labplus.pl/rodo/>, with the option to download and save it electronically.
4. Contracts / services in LabTest Checker are concluded / performed in Polish.
5. Resolution of any disputes arising between Labplus and the User shall be subject to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure (Journal of Laws of 2018, item 1360, as amended).
6. Labplus informs about the possibility of submitting disputes arising in connection with the agreement concluded in LabTest Checker, to the decision of the Permanent Consumer Arbitration Courts operating at the Voivodeship Trade Inspectorate in Wrocław. Information on how to access the



aforementioned procedure and dispute resolution procedures can be found at the following address:

<http://www.uokik.gov.pl>

7. Declaring individual provisions of these Regulations invalid or ineffective as provided by law shall not affect the validity or effectiveness of the remaining provisions of these Regulations. The invalid provision shall be replaced by the rule that comes closest to the purposes of the invalid provision and these Regulations as a whole.
8. The regulations are available on the website <https://labplus.pl/Regulaminy/> with the possibility to download and save it in electronic form. The Terms and Conditions are made available to the User with the possibility of downloading and saving them electronically when concluding the contract.
9. These Terms come into effect on 09.02.2023



Declaration of withdrawal from the contract / template

Labplus S.A. Wyspa Słodowa 7

50-266 Wrocław

POLAND

kontakt@labplus.pl

Date, place _____

Name and surname _____

Address _____

Declaration

of withdrawal from a contract concluded at a distance or off-premises

I/We (*) _____ hereby inform(*) of my/our(*) withdrawal from the contract of the LabTest Checker service.

Signature

(*) Delete unnecessary

