

Optimals App Terms and Conditions

This is an English translation of the Polish-language Optimals Application Terms and Conditions. In the event of any discrepancy between the language versions, the Polish version prevails.

In this document we describe the terms on which you may use the Optimals Application.

When we write "we" in this document, this means Optimals sp. z o.o., with its registered office in Warsaw, Aleja Solidarności 163/57, 00-877 Warsaw, entered in the register of entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy) under KRS number 0001169942, REGON 541558246, NIP (tax identification number) 5361990570.

If you have any questions, you can contact us:

- by e-mail: office@optimalshealth.com
- by telephone: +48663134604

We use certain terms with a defined meaning – we write them with a capital letter and explain them in the glossary at the end of these Terms.

What Services do we provide?

1. Through the Application we provide Services consisting, in particular, in making the following functionalities available to Users:
 - a. entry by the User of data into the questionnaires provided, concerning lifestyle (for example, diet, physical activity, sleep, wellbeing),
 - b. making available to the User materials and guidance concerning lifestyle (for example, nutrition and training plans, challenges) and passing on content prepared by Specialists of medical entities using the Application, as part of services provided separately by that entity,
 - c. entry by the User of data concerning workouts,
 - d. an algorithm based on artificial intelligence used to estimate calories and nutrients from a photograph or a description,
 - e. a training module for managing physical activity,
 - f. import of data from Apple HealthKit and Android Health Connect (steps, resting heart rate, sleep, body weight, cardiorespiratory fitness VO2 max, workouts), once the User has given consent in the device settings,
 - g. recording and viewing laboratory test results, measurements, symptoms and wellbeing,
 - h. an AI assistant,
 - i. communities, in which the User may share their progress with other Users,
 - j. a shop, in which the User may buy laboratory test packages and selected products or services.
2. We do not provide healthcare services through the Application. If you use the services of a medical entity, the Application serves solely for communication, transferring documents

- and results and keeping records; healthcare services are provided by that entity on the basis of the separate Clinic Terms, which you accept on each purchase of such a service.
3. The Application presents laboratory test results together with the reference ranges given by the laboratory, for the purpose of storing and viewing them. The Application does not interpret results and does not make diagnoses; the interpretation of results is a matter for a doctor.
 4. Guidance, summaries and plans generated using artificial intelligence are general lifestyle information. They do not constitute medical advice, a diagnosis or medical recommendations and do not replace a consultation with a doctor. Estimates of nutritional values are approximate.
 5. The AI assistant provides general information about a healthy lifestyle and helps with operating the Application. It does not assess symptoms, does not diagnose and does not select treatment. Its answers are generated automatically and may contain errors.
 6. In the event of a sudden threat to health or life, call 112 or go to the nearest hospital emergency department. The Application is not intended for reporting such situations and is not monitored for that purpose.

How can you use the Services?

7. If you wish to use our Services, you must be at least 18 (eighteen) years old and have full legal capacity.
8. In order to use the Application you must:
 - a. have a device with internet access,
 - b. use an up-to-date version of one of the following browsers: Microsoft Edge, Chrome, Mozilla Firefox, Opera or Safari, or the mobile application downloaded from the App Store or Google Play,
 - c. use one of the following operating systems: Windows, macOS, Linux/Ubuntu, iOS or Android in a version supported by the manufacturer,
 - d. additionally have an active e-mail account.
9. To use some functions you need a camera (meal photographs), consent to notifications and, for the data import, the Health app (iOS) or Health Connect (Android).
10. Only registered Users may use the Services.
11. In order to create an Account in the Application:
 - a. complete the registration form or sign in with a Google, Apple or Facebook account;
 - b. confirm that you accept the Terms and that you are aware of the rules on the processing of your personal data (tick the relevant box), and give your consent to the processing of health data, without which the Application cannot operate,
 - c. click the "Sign up" button or an equivalent.
12. Once we have received your form we will send you an e-mail confirming that the Account has been created, together with an activation link.
13. At the moment you create the Account, a Contract is concluded between us. We conclude the Contract in the Polish language, in accordance with the provisions of Polish law, for an indefinite period. The Contract consists of the Terms and the information about the Plan chosen, provided before purchase.

14. When registering you should provide the data marked as required. That data should be up to date and true. Providing untrue data and information is not permitted and may give rise to legal liability.
15. You may have only one Account in the Application. You may not use other people's Accounts or make your Account available to others. You must keep the password and login to your Account secret. You are liable for any damage resulting from a failure to comply with these obligations.
16. If you create an Account but do not confirm your e-mail address and do not begin using the Application, we may delete that Account after 14 days of inactivity.
17. Specialists and coordinators who use the Application as a work tool on the basis of a contract with us or with an organisation co-operating with us are not Users within the meaning of the Terms. The rules of their access are laid down in that contract.

Plans, subscription and payments

18. If you use the Application in connection with the purchase of our other services, the price of using the Application will be included in the price of those services.
19. If you purchase access to the Application independently of our other services, you choose a Plan in the Application. Before purchase we will show you the gross price, the billing period, the renewal rules and what the Plan includes. We offer Plans in the form of a fixed-term programme (for example, 3 months) paid in advance, monthly access paid on a one-off basis, or a monthly subscription with recurring payment. Up-to-date information about the plans and subscriptions available can be found on the website and in the Application.
20. Payments are handled by Stripe Payments Europe Ltd. You provide your card details directly to the payment provider; we do not store the full card number.
21. If you use a subscription (as a rule, monthly), it will renew automatically for the next billing period and the fee will be charged to the saved payment method on the renewal date. You can see the date and amount of the next payment in the subscription settings in the Application. If the fee cannot be charged, we will inform you of this by e-mail and retry; until payment is made we may suspend access to the functions covered by the Plan.
22. You may terminate the subscription at any time in the subscription settings in the Application or by e-mail. Termination takes effect at the end of the paid period; until then you retain access. We do not refund payments for the paid period, subject to the right of withdrawal and to rights arising from a lack of conformity of the Service with the Contract.
23. If we offer a trial period, we state its length and terms before purchase. Starting a trial period may require a payment method to be provided. If you do not terminate the subscription before the end of the trial period, we will charge the first fee on its last day. You may use a trial period once.
24. We may change the subscription price for important reasons, for example a change in the costs of providers, in taxes or in the scope of the Plan. We will inform you of a price change in accordance with points 68-72 of the Terms. The new price applies from the first renewal after that date.

25. We sell the subscription solely through the Application in a browser, with payment through Stripe. We do not sell subscriptions through the App Store or Google Play. If we launch purchases in an app store, the rules of that store will apply to such purchases, of which we will inform you before purchase.
26. Promotional codes apply on the terms stated when they are issued. We send invoices and payment confirmations to the e-mail address assigned to the Account; you consent to receiving them in electronic form.
27. If, on registering the Account, you consent to receiving the newsletter, the provisions of the Privacy Policy will apply; you may withdraw your consent in the settings of the Application or via the link in each message.

Shop: test packages and lab-test credits

28. In the shop in the Application you may buy laboratory test packages and other products or services. The purchase of a test package is a one-off. A test package is a service of the medical entity: on purchasing it you accept the Clinic Terms, which lay down the rules for carrying out the tests. To carry out the tests we need your PESEL number (the Polish national identification number) and telephone number, which we will ask for before purchase.
29. Under some Plans or promotions we grant lab-test credits. Credits are prepaid funds which you may use solely to buy test packages in the shop in the Application. Credits are valid for 12 months from the date on which they are granted, unless we state another period when granting them. You can see the expiry date and balance in the Application, and 30 days before expiry we send an e-mail reminder. Credits are not exchangeable for cash and cannot be transferred to another Account. The expiry of credits does not limit your rights under consumer law.

How can you withdraw from the Contract? How can we end our co-operation?

30. If you are a Consumer or an Entrepreneur with Consumer Rights, you have the right to withdraw from a distance contract, as governed by the Consumer Rights Act (ustawa o prawach konsumenta). In such a case the following rules apply:
 - a. you may withdraw from the service contract concluded within 14 (fourteen) days of the date on which the contract was concluded (except in the situation described in point (d) below); this applies both to the Contract for the use of the Application and to each purchase of a Plan,
 - b. you should inform us of your decision to withdraw by sending an unequivocal statement (for example, "I cancel my subscription") – you may send the statement by e-mail, and you do not have to give reasons for your decision; you may use the model form in the annex,
 - c. we will refund all payments received from you without delay and no later than 14 days from the date on which we receive your statement of withdrawal; we will make

- the refund using the same means of payment as you used in the original transaction, unless you expressly agree to another solution,
- d. if, when placing your order, you inform us that you agree to us beginning to provide the service before the expiry of 14 days, you will lose the right to withdraw from the contract once the service has been performed in full,
 - e. if, in the course of purchasing the service, you agree to the service being started before the expiry of 14 days and we begin to perform it, you may withdraw from the contract but you are obliged to pay for what we have performed up to the moment of withdrawal, in proportion to the price.
31. We conclude the Contract for the use of the Application for an indefinite period. Access to the functions covered by the Plan lasts for the period for which you have paid, or for the period during which you use our services in whose price the Application is included.
32. You may terminate the Contract at any time by deleting your Account in the settings of the Application or by sending us a message. Deleting the Account does not require the subscription to be terminated first: we cancel the subscription at the same moment, without a refund for the unused period, subject to point 30 and to rights arising from a lack of conformity of the Service with the Contract.
33. If you withdraw your consent to the processing of your personal health data, we will treat this as immediate termination of the Contract; we will then ask you to confirm that you wish to delete your Account.
34. We may terminate the Contract with immediate effect only for important reasons, in particular if you infringe the provisions of the Terms – in that case, before terminating the Contract we will call on you to cease the infringements and set a period of not less than 7 days for doing so (without such a demand if the infringement is gross, for example an attempted intrusion or unlawful content), or if you do not use the Services for a period longer than 24 months, after notice by e-mail at least 30 days in advance.
35. We may terminate the Contract subject to one month's notice for important reasons, in particular if we cease to provide the Application. We will refund a proportionate part of the price for the unused, paid period.
36. You may terminate the contract for the provision of the Service in the form of a subscription at any time, before the end of the period for which payment has been made. You may terminate the contract by e-mail or in the settings of the Application. In that case we will not refund the payment made, but you may use the Service until the end of the paid period.
37. Termination of the Contract, its expiry or withdrawal from it results in the permanent deletion of your Account after 7 days, during which you may reverse the deletion by contacting us. We do not delete data which a medical entity is required to store as medical records, or data which we must retain on the basis of provisions of law or in order to defend claims. Details are described in the Privacy Policy.

What are our obligations under the Contract concluded?

38. We are obliged to provide the services in accordance with the Contract. The scope of our liability follows from generally applicable provisions of law, in particular from the provisions of the Civil Code and the Consumer Rights Act.
39. The Application is a digital service. For the duration of the Contract we supply updates, including security updates, necessary to keep the Application in conformity with the Contract, and we inform you of them in the Application or in the app store. If you do not install an update within a reasonable time, we are not liable for a lack of conformity resulting solely from its absence, provided that we informed you of the consequences of not installing it.
40. If the Application is not in conformity with the Contract, you may demand that it be brought into conformity. If this is impossible or would require excessive costs, or if we do not bring the Application into conformity within a reasonable time or without excessive inconvenience to you, you may make a statement reducing the price or withdraw from the Contract. You may not withdraw from the Contract if the lack of conformity is immaterial. We are liable for a lack of conformity which occurred or became apparent during the term of the Contract.
41. If you find that we have not performed the Contract, you may make a complaint (for example, by e-mail).
42. When making a complaint, please include the following information, which will allow it to be dealt with efficiently:
 - a. first name and surname, correspondence address, e-mail address,
 - b. a description of the problem,
 - c. what you expect in connection with the complaint.
43. We may ask you to supplement your complaint if it cannot be dealt with without additional information (this applies in particular where the complaint concerns the activities of third parties, for example the payment provider).
44. We will deal with the complaint within 14 days of the date on which it is received.
45. Where the complaint procedure does not produce the result you expect, you may use mediation conducted by the locally competent Provincial Inspectorate of Trade Inspection (Wojewódzki Inspektorat Inspekcji Handlowej), the assistance of the locally competent permanent consumer arbitration court operating at the Provincial Inspectorate of Trade Inspection, or the free assistance of a municipal or district consumer ombudsman – depending on your place of residence. A list of authorised entities is maintained by the President of the Office of Competition and Consumer Protection (uokik.gov.pl). The use of these methods is voluntary for both parties.
46. You are obliged to provide true data and to make true declarations. We are not responsible for consequences resulting from your providing untrue data or making untrue declarations.
47. We are not responsible for the quality of telecommunications services provided by the telecommunications operators through which you connect to the internet in order to use the Services.
48. We are not responsible for decisions concerning health, diet or activity which you take on the basis of content in the Application, including automatically generated content, if you have not consulted them with a Specialist.

What are the rules for using the Application?

49. The Application, and in particular the source code of the software, the content and information contained in it (including textual, graphic and multimedia content), designations, logos and trade marks, are the subject of intellectual property rights vested in us. You may use them solely within the fields of exploitation expressly indicated in the Terms. In particular, you may not make any alterations or modifications to the Application, copy it, examine its source code, reproduce it, copy it, distribute it or create derivative works.
50. Upon conclusion of the Contract we grant you a non-exclusive licence to use the Application in accordance with its intended purpose (the Licence). The Licence is non-transferable and is granted for the period during which the User uses the Application in accordance with its intended purpose and in a manner consistent with these Terms. The Licence does not entitle the User to grant sub-licences. The Licence covers downloading the mobile application from an app store and installing it on the devices you use.
51. Under the Licence you may:
- use the Application solely for your own purposes,
 - open the Application on your device (computer, tablet, telephone),
 - save selected content by any digital means, for example on your own hard drive,
 - print selected content for your own purposes.
52. Under the Licence you are not entitled to:
- make the Application or any part of it available to third parties,
 - publish the Application or any part of it, in any form of publication,
 - copy, reproduce or distribute the work or any part of it for purposes other than your own use,
 - decompile or disassemble the software operating within the Application or reconstruct its source code,
 - reproduce, sell, place on the market or otherwise distribute the Application, in whole or in part, in particular by transmitting or making it available in computer systems and networks or in any other ICT systems, other than downloading it from official app stores for your own use,
 - create, on the basis of the Application or any part of it, other works or products which you will then sell or otherwise distribute.
53. If you use the mobile application downloaded from the App Store or Google Play, the rules of that store also apply to you. Apple and Google are not parties to the Contract and are not responsible for the Application or for technical support.
54. By placing in the Application any content protected by copyright (for example, photographs), you grant us a free-of-charge, non-exclusive licence to use that content to the extent necessary to provide the Services, in the following fields of exploitation:
- use of the content within our IT structures and within the IT structures of AI service providers, for the purpose of estimating the caloric value of dishes and generating guidance for you,
 - fixation and reproduction on our servers and in IT structures, including in backup

- copies,
- c. display of the content to you, to the members of the communities to which you have sent it, and to a Specialist, if you use the services of a medical entity,
- d. modification (including translation into other languages) of the content in order to ensure the proper functioning of the Application.

The Licence lasts for as long as the content is on your Account. We do not use your photographs or entries to train artificial intelligence models. We may use anonymised, aggregated data about the use of the Application in order to improve it.

55. We take care of the security of your data, in particular by applying multi-level safeguards consistent with current standards and good practice. At the same time, however, it is very important that you also take specific steps to increase the security of your data. We recommend that the device you use should have:
- a. antivirus software with the latest version of virus definitions and updates,
 - b. an effective firewall,
 - c. all available security-related updates of the operating system and web browser installed,
 - d. the acceptance of cookies and JavaScript enabled in the web browser,
 - e. appropriate protection against theft, for example a screen lock with a password or biometrics.
56. We are not responsible for the results of the User's failure to comply with the technical requirements indicated above – including for the inability to use the Service, or for the correctness, completeness, truthfulness or educational value of the results or outcomes obtained by the User from using a given Service.
57. You may not use the Application in a manner contrary to the law, to good practice or to this document, and in particular you may not:
- a. attempt to gain access to resources not intended for you,
 - b. publish comments that are unlawful, offensive, inciting hatred, racist, infringing copyright and the like,
 - c. supply content of an unlawful nature, including content promoting eating disorders or dangerous health practices, or photographs and data of other persons without their consent.
58. You may not place in the Application content which constitutes illegal content within the meaning of the Digital Services Act (DSA), of generally applicable provisions, or which is otherwise inconsistent with the Terms or with good practice. This applies in particular to content which:
- a. contains links or other content of a spam nature,
 - b. serves to conduct activity competing with us, for example promoting competing websites,
 - c. serves to conduct impermissible advertising, promotional or marketing activities, in particular by placing advertisements, selling and promoting products, services, projects or fundraisers,
 - d. constitutes any work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights in a manner infringing the intellectual property rights of a third person or entity to whom such rights are vested,

- e. defames or infringes the personal rights of any third party,
 - f. is otherwise contrary to or inconsistent with the law.
- 59. You join a community by means of an invitation code. Posts, reactions, comments and leaderboard standings that you publish in a community are visible to its members.
- 60. The User is responsible for data or materials entered or indicated by the User – including for their correctness, completeness, truthfulness or usefulness.
- 61. We do not control or modify content placed in the Application by Users, and in particular we do not check it for compliance with the provisions of law or for non-infringement of third-party rights.
- 62. We may – on our own initiative and at times of our choosing – check content in order to detect, identify and, where appropriate, remove, restrict or disable access to illegal content.
- 63. If you consider that particular content available in the Application constitutes content contrary to the law or to the Terms, please inform us by e-mail or through the reporting option in the Application; the report should indicate the content and give reasons.
- 64. We respond on an ongoing basis to all notifications received from other Users or entities concerning the non-compliance of content placed in the Application with the law or with the Terms. If we receive official notification or credible information about an infringement of third-party rights, of mandatory provisions of law or of the Terms, we will be entitled to:
 - a. immediately remove entries or content infringing those provisions or otherwise reverse the effects of the infringements;
 - b. immediately block the Account and terminate the Contract;
 - c. take other steps arising from generally applicable provisions of law, in particular to file a notification of the possible commission of an offence or to seek damages.
- 65. We will inform you of the exercise of the above rights without delay by sending the relevant statements and information to the e-mail address you have provided, stating the reason. The exercise of these rights does not limit our right to seek damages on general principles provided for in the relevant provisions of law.
- 66. You may appeal by e-mail within 14 days against a decision to remove content, restrict access to a community or block an Account. The appeal will be considered by a person who did not take the original decision.

What else should you know?

- 67. The rules on the processing of personal data in connection with the provision of the services are described in a separate document (the Privacy Policy).
- 68. We may change the Terms or the rules for providing the Services for important reasons, which are limited to the following: (a) a change in the applicable provisions of law affecting the content of the Terms or the manner in which the Services are provided, (b) the issue of a court ruling, an administrative decision or a recommendation of a supervisory authority with which we are required to comply, (c) a change in the functional scope of the Application, including the introduction of new functions, the withdrawal of functions or a change in the way they operate, (d) a change in the identification data, address or legal form of our company, (e) a documented increase in the costs of providing the Services, in

particular the costs of technical infrastructure, licences or the remuneration of subcontractors, justifying a change to the price list of the Plans.

69. We will inform you of a planned change to the Terms by e-mail and in the Application at least 30 days before it takes effect, indicating the content of the changes and the date on which they take effect.
70. If a change to the Terms does not concern the price or other material terms of the Contract (in particular the scope of the Services), the change takes effect on the date indicated in the notice, unless in the meantime you delete your Account or lodge an objection. In that case the Contract terminates upon the expiry of the provisions previously in force, without your incurring any additional costs.
71. If a change to the Terms concerns the price or other material terms of the Contract (in particular the scope of the Services), your express, active consent is required for it to take effect with respect to you. For that purpose we will ask you to confirm your consent in the Application before the first renewal of the subscription following the announcement of the change. If you do not confirm your consent, your subscription will not renew on the new terms and the Contract will expire at the end of the paid period, without fees being charged on the new terms; until then you use the Plan on the existing terms.
72. To Contracts already concluded and paid for a given billing period, we apply the Terms and the rules in force on the date on which that payment was made. A change introduced during a paid period does not affect the terms of that period.
73. The Terms in this version apply from 15 September 2026. We make all versions available at the permanent address given in the Application. The Terms are available in Polish and English; in the event of any discrepancy, the Polish version prevails.
74. Terms written with a capital letter have the following meaning:
 - a. Service Provider – Optimals sp. z o.o., with its registered office in Warsaw, Aleja Solidarności 163/57, 00-877 Warsaw, entered in the register of entrepreneurs of the National Court Register under KRS number 0001169942, REGON 541558246, NIP 5361990570,
 - b. Application – the Optimals Health software available as a website at <https://app.optimalshealth.com> together with all sub-pages forming part of it, and as a mobile application for iOS and Android distributed through the App Store and Google Play, through which the User uses the Services,
 - c. Services – services provided by the Service Provider through the Application,
 - d. you or User – a natural person who uses the Services,
 - e. Account – the space in the Application set aside for a given user,
 - f. Plan – a variant of paid access to the Application (fixed-term programme, monthly access, subscription), described in the Application before purchase,
 - g. Specialist – a doctor, dietitian or other specialist providing services at a medical entity,
 - h. Clinic Terms – the terms and conditions for the provision of services by the medical entity,
 - i. Terms – this document,
 - j. Consumer – a natural person who does not conduct business activity,
 - k. Entrepreneur with Consumer Rights – a natural person who conducts business

activity, but for whom the contract under which they acquire products or services from the Service Provider is not of a professional character, resulting in particular from the subject matter of the business activity they conduct, in accordance with the data in the Central Register and Information on Business Activity (CEIDG).

Annex: Model withdrawal form

(this form should be completed and returned only if you wish to withdraw from the contract)

To: Optimals sp. z o.o., Aleja Solidarności 163/57, 00-877 Warsaw, office@optimalshealth.com

I, the undersigned, hereby give notice of my withdrawal from the contract for the provision of the following service:

Date of conclusion of the contract:

Name of the consumer:

E-mail address assigned to the Account:

Date: