

Terms and Conditions

This is an English translation of the Polish-language Terms and Conditions of Optimals Health. In the event of any discrepancy between the language versions, the Polish version prevails. If you wish to use the services provided at Optimals Health, please read this document.

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 the Terms.

What services do we provide?

1. We provide all services remotely (online). Laboratory tests are performed by a laboratory co-operating with us, at its collection points.
2. Detailed information about individual Services can be found on the Website and in the Application.
3. The Terms cover the Services of the Optimals Health medical entity. Use of the Application as a tool (diary, lifestyle content, AI assistant, communities) is governed by separate terms and conditions for the use of the Application, which you accept when creating an account in the Application (the Optimals Terms and Conditions or, if you use the Application through our partner, that partner's terms and conditions).

How can you use the Services?

4. If you wish to use our Services, you must be at least 18 (eighteen) years old and have full legal capacity.
5. Unless the Terms provide otherwise, in order to purchase a Service:
 - a. find the relevant Service on the Website or in the Application,
 - b. click the "Buy now" button (or an equivalent) or add the Service to the basket,
 - c. choose one of the available payment methods,
 - d. provide the data necessary to fulfil the order, that is, your first name and surname and e-mail address (mandatory data is marked with an asterisk (*)), and, in the case of Services requiring medical records to be kept or a referral to be issued, also your PESEL number (the Polish national identification number) and telephone number,
 - e. 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, if you have not already done so.

6. You accept the Terms on each purchase of a Service. The version of the Terms in force on the date of purchase applies to each Service. A change to the price list or to the scope of a given Service does not affect Services already purchased and paid for. If you decide to purchase another Service, including one similar to a Service purchased previously, the price list and the Terms in force on the date of that new purchase apply, and you will be informed of this before you confirm the order.
7. Once we have received your order we will send you an e-mail confirming that it has been accepted. When you receive that message, a Contract is concluded between us. We conclude the Contract in the Polish language, in accordance with the provisions of Polish law.
8. In the case of certain Services we will ask you to contact us before purchase. We will then agree the details of the provision of the Service by e-mail. We will also ask you to accept the Terms.
9. In the case of certain Services, after purchase of the Service we will send an information card to the e-mail address you have provided, or we will ask you to complete a medical history form in the Application. It must be completed and returned to us within 48 hours. By entering data in the information card you declare that it is complete and true and that you have full legal capacity.
10. Please note that all materials (for example, recommendations, reports, nutrition plans, training plans and so on) that we make available to you in connection with the provision of the Services are works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (ustawa o prawie autorskim i prawach pokrewnych), constitute our intellectual property and are protected by law.
11. When a given work is delivered to you, we grant you a Licence, that is, the right to use that work worldwide on a non-exclusive basis (we may grant this right to other persons and entities as well) and on a non-transferable basis (you may not grant this right to other persons or entities).
12. The Licence is valid for the duration of the access granted to you in accordance with the Contract.
13. Under the Licence granted you may:
 - a. use the work solely for your own purposes,
 - b. play back the work or selected content on your device (computer, tablet, telephone),
 - c. save the work or selected content by any digital means, for example on your own hard drive,
 - d. print selected content for your own purposes.
14. Under the Licence granted you may not:
 - a. make the work or any part of it available to third parties,
 - b. publish the work or any part of it, in any form of publication,
 - c. copy, reproduce or distribute the work or any part of it for purposes other than your own use,
 - d. create, on the basis of the work or any part of it, other works or products which you

will then sell or otherwise distribute.

How do we provide the services?

15. Where a Service is to be provided by a Specialist, we ensure that they have the appropriate competences.
16. We are obliged to keep confidential all information obtained from you in connection with the Services provided, in particular information about your state of health. In this respect we act in accordance with the applicable provisions and rules of ethics. We may depart from the obligation of professional secrecy in the cases provided for in the applicable provisions, in particular where the life or health of the Patient or of other persons is at risk. In such situations we may notify the appropriate services.
17. Please note that:
 - a. when providing the Services, the Specialist presents their individual interpretation of your situation, formed on the basis of the medical history taken, on the assumption that no information has been withheld,
 - b. our task is to provide help, but we are not responsible for the decisions you make,
 - c. we cannot guarantee that the outcome you expect will be achieved – achieving the desired effects depends to a significant degree on your own commitment.
18. A Specialist may refer you to another specialist working within Optimals Health, or independently of Optimals Health, if they consider it justified, guided by their best knowledge within the scope of their competences and by the information obtained from the Patient during the consultation.
19. In exceptional situations, for example where we consider that performing the Service would endanger your health or life, or where we have doubts as to whether you are a person with full legal capacity, we may refuse to perform it (in whole or in part). In such a case we may terminate the Contract between us.
20. In order to provide the Services properly, including to ensure contact, we may send short messages of a technical nature concerning the Services purchased to the e-mail address and telephone number you have provided, and in the Application.
21. Detailed rules on the provision of individual Services are set out in the annexes to the Terms and on the Website and in the Application.
22. Online consultations (e-visits) may be available as part of individual Services. The rules set out below apply to those consultations.
23. E-visits are held in the Polish language.
24. In the case of online consultations (e-visits) you must arrange appropriate conditions for the appointment yourself. In particular, you must have:
 - a. a computer, tablet, telephone or other device equipped with a webcam and microphone,
 - b. a fast internet connection – a minimum of 512 kb/s (upload and download),

- c. access to an up-to-date version of the communicator,
 - d. an active e-mail account.
- 25. In order to hold an online consultation we use communicators of external service providers (for example, Google Meet). Service providers have their own terms and rules on the processing of personal data with which we must comply. Please read those documents before the consultation.
- 26. If there is a sudden interruption of the internet connection, please contact us by telephone or e-mail.
- 27. A few minutes before the agreed time of the consultation, please prepare appropriate conditions and wait for the Specialist to connect.
- 28. In order to ensure the security of online consultations, both you and we are obliged to:
 - a. use only computers on which an up-to-date legal operating system, antivirus software and the latest version of the communicator we use are installed,
 - b. use only secured internet connections,
 - c. set a secure password for the computer and for the communicators,
 - d. protect the equipment and passwords against access by third parties.
- 29. During an e-visit the Specialist may ask you to present a photographic document confirming your identity.
- 30. During an online consultation, third parties may not be present in the room in which the consultation is held. The participation of other persons is permitted only in justified cases and only where this has been agreed in advance.
- 31. We are not responsible for technical problems or technical limitations occurring on the equipment used by the Patient which prevent the Patient from properly using the online consultation. If we are unable to hold the consultation for technical reasons attributable to you, you are not entitled to any claims, in particular to a claim for a refund of the payment made.
- 32. We may refuse to hold an e-visit where:
 - a. we suspect that the Patient is under the influence of psychoactive substances or alcohol,
 - b. the Patient is aggressive or infringes our personal rights.
- 33. You may send the Specialist test results or other necessary information concerning your current state of health before, during and after the e-visit, preferably through the Application.
- 34. The course of e-visits (image/sound) is not recorded by us, unless this is necessary for the process of providing the healthcare service.
- 35. By arranging an e-visit you declare that you are aware that it does not replace a standard medical appointment and that you understand the limitations associated with an e-visit. If your state of health deteriorates and symptoms of concern occur, such as (but not limited to) high fever, chest pain, shortness of breath, severe weakness, disturbance of consciousness or abdominal pain, you should immediately contact the emergency medical dispatcher on 112 or go without delay to the nearest hospital emergency department.
- 36. We provide some of the Services using the Optimals Health Application: through it you

arrange e-visits, receive referrals, plans and results, and communicate with the Specialist. To use the Application you need an account created on the basis of the Application Terms. As regards the healthcare Service itself, these Terms take precedence.

- 37. We provide some Services in co-operation with third parties. Before you use those services we may ask you to accept additional documents, for example terms and conditions, or to give additional consents.
- 38. In the case of certain Services we impose additional conditions, for example sex, age, a specific enrolment period or limits on the number of participants. You must meet those conditions in order to use the Service.
- 39. We may offer packages of Services. In the description of the package we will inform you of any additional rules, for example the period of availability of individual Services.
- 40. In the case of certain Services we may grant additional guarantees – their terms will be described on the Website.

How can you cancel an e-visit?

- 41. If for important reasons you are unable to attend an e-visit, please inform us without delay (no later than 24 hours before the scheduled time), by cancelling it in the Application (on the appointment card) or by sending a message to office@optimalshealth.com.
- 42. If you wish to reschedule an e-visit, do so in the Application (on the appointment card) or contact us (no later than 24 hours before the scheduled time) by sending a message to office@optimalshealth.com. Where possible we will propose another time.
- 43. If you cancel an e-visit with the notice indicated, you may ask us by e-mail for a refund of the payment made. In your e-mail, please give the account number for the refund. If the e-visit formed part of a package or a plan, we will refund its value as stated in the package description or, if you prefer, we will arrange a new appointment.
- 44. If you cancel an e-visit or reschedule it later than 24 hours before the scheduled time, or you do not cancel it at all and do not connect with the Specialist online at the agreed time, the service will be payable in full (you will not be entitled to a claim for a refund of the fee paid, nor to the right to use the e-visit at another time). If the e-visit was paid for in advance as part of a package or a plan, we treat it as used.
- 45. If you are late for an e-visit or end it before the scheduled finishing time, you will not be entitled to make use of the associated time later, nor to a refund of the amount paid for it, either in whole or in part.
- 46. If you are more than half of the scheduled duration late for an e-visit, we may cancel it. Such a Service will be payable in full (you will not be entitled to a claim for a refund of the fee paid).
- 47. We may cancel an e-visit for important reasons no later than 24 hours before the scheduled time. In such a case we may propose another time to you. If we are unable to agree a convenient time, we will refund the payment made.

How can you withdraw from the Contract?

48. 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),
 - b. you should inform us of your decision to withdraw by sending an unequivocal statement (for example, "I withdraw from the appointment") – 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.

What are our obligations under the Contract concluded?

49. 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.
50. If you find that we have not performed the Contract, you may make a complaint (for example, by e-mail).
51. 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.
52. 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).
53. We will deal with the complaint within 14 days of the date on which it is received.
54. 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). In matters concerning patients' rights you may also apply to the Patients' Rights Ombudsman (Rzecznik Praw Pacjenta).
55. 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.
56. 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.
57. We keep and store medical records in accordance with the rules laid down in the applicable provisions. Deleting an account in the Application does not result in the deletion of medical records; you have access to them on the terms laid down in the Act on Patients' Rights and the Patients' Rights Ombudsman.

What else should you know?

58. We may change the content of the Terms for important reasons. As a rule, our Contract will be governed by the document in force on the date on which it is concluded. If, in connection with a change to the Terms, we wish to change the rules of the Contract binding on us, we will inform you of this at least one month in advance. If you do not accept the changes, please inform us before they take effect – in that case we will terminate the Contract.
59. The Terms in their present wording apply from 15 September 2026.
60. 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 under KRS number 0001169942, REGON 541558246, NIP 5361990570
61. 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).

62. 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. Optimals Health – the medical entity operated by the Service Provider, within which the Services are provided
- c. Specialist – any specialist, for example a doctor, who provides services at Optimals Health
- d. you or Patient – a natural person who uses the Services provided at Optimals Health on the basis of a contract concluded
- e. Terms – this document
- f. Consumer – a natural person who does not conduct business activity
- g. Entrepreneur with Consumer Rights – a natural person who conducts business activity, but for whom the contract under which they acquire the Product 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)
- h. Website – the website containing the Service Provider's offer, available at <https://www.optimalshealth.com>
- i. Service – a service provided by the Service Provider in accordance with the provisions of the Terms
- j. Application – the Optimals Health application available at <https://app.optimalshealth.com> and in the App Store and Google Play, operating on the basis of the Application Terms
- k. Application Terms – the terms and conditions for the use of the Application, available in the Application and on the Website

Annex 1: Rules for the provision of the Service: Laboratory test packages

1. A laboratory test package is a set of blood tests or other laboratory tests selected for a health goal, described in the shop in the Application or on the Website. You purchase it as a one-off, including using lab-test credits granted in the Application under the rules of the Application Terms.
2. After the purchase and once you have provided your PESEL number and telephone number, we issue a referral or a voucher for tests at the laboratory with which we co-operate – Diagnostyka S.A. We deliver the referral or voucher in the Application, by e-mail or by SMS, usually within 2 working days.
3. You have the tests performed at any collection point of the laboratory in Poland, within the validity period of the referral indicated when it is issued, usually 90 days. The collection of the sample and the performance of the tests are a service of the laboratory, provided on its terms, including as regards preparation for the test and the waiting time for results.
4. Test results are delivered to the Application, where they are presented together with the laboratory's reference ranges. If the package includes a discussion of the results with a Specialist, you will arrange it in the Application under the rules applicable to e-visits.
5. If the laboratory is unable to perform some of the tests, it will perform them at another time or we will refund you the price of that part.
6. The right to withdraw from the Contract expires once the tests have been performed, if you requested that the service be started before the expiry of 14 days. If you withdraw after the referral has been issued but before the sample has been collected, we will refund the payment less the costs incurred at your request, if any have arisen.
7. We issue the referral on the basis of the data you have provided. A Specialist may refuse to issue a referral or change the scope of the tests if they consider that they are not advisable for you; in such a case we will refund the payment for the tests that you do not have performed.

Annex 2: 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:

Date: