

# Regulations for the provision of services by electronic means by Labplus S.A. dated 09.02.2023.

These Regulations define the general terms and conditions of using services provided electronically by Labplus Spolka Akcyjna through LabTest Checker and are the regulations referred to in Article 8 of the Act of 18.07.2002 on providing services electronically (Journal of Laws of 2017, item 1219).

Acceptance of these Terms and Conditions constitutes your agreement to the terms and conditions outlined, so on behalf of Labplus, please read the following before you decide to use LabTest Checker.

The regulations can be printed or saved electronically.

Please address your questions to Labplus in accordance with the contact method indicated in the Terms and Conditions II.

## I. DEFINITIONS

The following general definitions apply in these Terms and Conditions:

- 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. with its registered office at 41 Strzelińska Street, 55-010 Żerniki Wrocławskie, registered by the Wrocław Fabryczna Commercial Court, 9th Commercial Division of the National Court Register under the number 0001018188, NIP 8961622267, REGON 524450039. Labplus Sp. z o.o. is registered in the register of entities performing medical activities under the number - 000000204704.
- c. **RODO** - 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.
- d. **Party/s** - Labplus and/or User.
- e. **User** - an adult natural person with full legal capacity.

## II. CONTACT WITH LABPLUS

Labplus can be contacted:

- a. in writing or in person to the following address: Labplus S.A. 41 Strzelińska Street, 55-010 Żerniki Wrocławskie,

- b. in electronic form to: kontakt@labplus.pl.
- c. via the contact form at <https://labplus.pl/kontakt/>

### III. TECHNICAL REQUIREMENTS

The use of LabTest Checker by the User is possible on the condition that the ICT system used by the User meets the following minimum technical requirements: device connected to a stable Internet network, 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.

### IV. SERVICE

1. Labplus, through LabTest Checker, shall provide the User with the service of being able to use an analytical function that, based on the analysis of laboratory test results provided to Labplus by the User by self-entering the data into LabTest Checker and the medical interview conducted by the User at LabTest Checker, shall present to the User, through LabTest Checker, the result of the analysis in terms of prognosis and prediction of the User's health condition and diseases and the data collected from the medical interview.
2. The service at LabTest Checker is not intended for pregnant women.
3. The analytical functions of LabTest Checker are of an auxiliary and informative nature with regard to the prognosis and prediction of the User's health and disease status. The results of the User's laboratory tests and medical history are subjected to automatic evaluation by artificial intelligence but cannot replace medical consultation of test results and cannot be a substitute for the consultation, medical advice or medical diagnosis - concerning the User's state of health, resulting from the indications of medical knowledge.
4. The result of the analysis includes, where medically justified, a recommendation for additional laboratory tests to be carried out by the User in order to make a diagnosis by a doctor or to monitor the abnormalities found or the most likely interpretation with justification and a likely process for further treatment, and data from the medical history.
5. LabTest Checker is not intended to diagnose illnesses or support the User's treatment. Any health-related symptoms or test results that concern the User should be consulted immediately with a doctor.
6. The use of LabTest Checker by the User is charged according to the Labplus price list.
7. Labplus provides the possibility for the User to pay through a PAYU account via the website of the electronic payment operator.
8. The conclusion of a service contract between the User and Labplus occurs when the User approves the option to commit payment and the User then pays the price for the service.
9. When deciding to order a service, the User is obliged to accept Labplus' Terms and Conditions of Service and Labplus' Privacy Policy statement. In addition, in order for Labplus to fulfill its tax obligations, among others, to issue a VAT invoice by Labplus, the User shall provide Labplus with the

following data: name, surname, residential address, e mail address, VAT ID, paper invoice statement, name of the business activity

10. The VAT invoice is a confirmation of the User's contract with Labplus. Labplus sends the VAT invoice to the User at the e mail address provided

11. After entering into an agreement with Labplus, the User answers the questions asked by LabTest Checker to compile a medical history, as well as 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 interview data directly in LabTest Checker. In case of insufficient data i.e. insufficient number of laboratory results or too many "Don't know" answers to the medical interview questions, LabTest Checker will not be able to present the analysis result to the User.

12. Until the medical interview is approved in LabTest Checker, the user has the opportunity to withdraw from the contract concluded remotely by cancelling the use of LabTest Checker and after submitting a statement of withdrawal to Labplus according to the template attached to these Regulations.

13. Once the User validates the medical history data in LabTest Checker, the User's right to withdraw from the contract is lost due to the full performance of the service by Labplus, to which the User hereby agrees.

## **V. TERMS AND CONDITIONS OF USE OF THE LABTEST CHECKER**

1. The use of LabTest Checker by the User is possible on a device connected to the Internet in accordance with the technical requirements specified in point III, acceptance of the Terms of Service of Labplus and Labplus Privacy Policy statements and payment for the service .

2. The User agrees to abide by the LabTest Checker User's 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 the User's access to LabTest Checker.

4. In order to use LabTest Checker, the User must complete a medical history in its entirety concerning his/her health condition, presence of diseases, medications taken, diseases in the family, etc. Correct and truthful completion of the health history by the User supports the analysis function and enables the correct operation of LabTest Checker.

5. Labplus is not responsible for the consequences of the User providing incorrect data in the medical history or providing incorrect laboratory test results.

6. The user may not supply to LabTest Checker or via LabTest Checker to Labplus' IT systems content that causes an upset or overload of Labplus' IT systems or those of Labplus' cooperating entities or content of an unlawful nature.

7. By using LabTest Checker, the User does not acquire any rights to LabTest Checker or in connection with LabTest Checker other than to be able to use it with the restrictions of the Terms and Conditions.

8. Labplus is entitled to make any modifications, including restrictions in LabTest Checker, in particular, to make updates from the point of view of the correctness of LabTest Checker.

9. The result of the analysis in terms of prognosis and prediction of the User's health status and the medical history data will be communicated to the User by Labplus via the website directly in LabTest Checker.

## **VI. COMPLAINTS**

1. In connection with the performance of the service, the User is entitled to lodge a complaint regarding improper i.e., inconsistent, the performance of the service by Labplus.

2. The User's complaint may be submitted in writing or electronically in accordance with the form of contact specified in II of the Terms and Conditions.

3. In order to ensure the fairness of the complaint handling process and the specifics of the performance of the service, User complaints should be submitted with a description of the event being complained about as soon as the grounds for the complaint arise.

4. Labplus will respond to the complaint within 14 days of receipt in writing or electronically to the User's email address provided by the User.

## **VII. FINAL PROVISIONS**

1. Labplus shall be entitled to amend these Terms and Conditions by quoting the new Terms and Conditions in LabTest Checker with the existing provisions of the Terms and Conditions retained for contracts concluded prior to the amendment of the Terms and Conditions.

2. Matters not covered by the Rules of Procedure shall be governed by the generally applicable laws of the Republic of Poland.

3. Information regarding the processing of data by Labplus in accordance with the RODO is available in the Labplus Privacy Policy which is made available to the User with the possibility of downloading and saving in electronic form at the conclusion of the contract and is also available at <https://labplus.pl/rodo/> with the possibility of downloading and saving in electronic form.

4. Contracts/services in LabTest Checker are concluded/performed in Polish.

5. The settlement of any disputes arising between Labplus and the User shall be submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure (Journal of Laws 2018, item 1360 t.j.).

6. Labplus informs about the possibility of submitting the disputes arising in connection with the contract concluded in LabTest Checker to the settlement of Permanent Consumer Arbitration Courts operating at the Regional Inspectorate of Trade Inspection in Wrocław. Information on how to access

the aforementioned dispute resolution procedure and procedures can be found at the following address: <http://www.uokik.gov.pl>.

7. If individual provisions of these Terms and Conditions are declared invalid or ineffective as provided by law, this shall not affect the validity or effectiveness of the remaining provisions of the

Terms and Conditions. The invalid provision will be replaced by the rule that comes closest to the purpose of the invalid provision and these Terms and Conditions as a whole.

8. The Regulations are available at <https://labplus.pl/Regulaminy/> with the possibility to download and save them in electronic form. The Regulations are made available to the User with the possibility of downloading and saving them electronically when concluding the contract.

9. These Regulations shall enter into force on 09.02.2023.

## Model declaration of withdrawal

Place, date

.....  
.....  
.....

Name of consumer(s)

Address of consumer(s)

**Labplus sp. z o.o.**  
**41 Strzelińska Street**  
**55-010 Żerniki Wrocławskie**  
[kontakt@labplus.pl](mailto:kontakt@labplus.pl)

### **Statement of withdrawal from a distance contract or off-premises**

I/We (\*)..... hereby give notice(\*) of my/our(\*) withdrawal from the contract for the performance of the LabTest Checker service.

Date of contract .....

.....  
Signature of consumer(s)

(\*) Delete as appropriate