

# GENERAL TERMS AND CONDITIONS ON LABORATORY DIAGNOSTIC SERVICES

## Clause I

### INTRODUCTORY PROVISIONS, TERMS AND DEFINITIONS

1. Unilabs Slovensko, s. r. o., with its registered seat at Záborského 2, 036 01 Martin, Company ID: 31 647 758, registered in the Commercial Register of the District Court of Žilina, Sec. Sro, Insert 63112/L (hereinafter referred to as “**Unilabs Slovensko, s. r. o.**”) is authorized to provide health care - laboratory diagnostics specialized in clinical biochemistry, clinical microbiology, haematology and transfusion medicine, pathological anatomy, medical genetics, clinical immunology and allergology, based on a valid permit to provide healthcare in healthcare facilities, issued by the competent authority, in line with generally binding legal regulations in force in the Slovak Republic.
2. The mutual rights and obligations of the parties are governed by these General Terms and Conditions (hereinafter referred to as “**GTC**”)
  - (i) and apply to the creation and use of the User Account; GTC also defines the rights and duties (ii) arising and/or related under the contract (hereinafter referred to as the “**Contract**”) concluded between the Provider and a natural person (hereinafter also referred to as the “**Customer**”), which binds the Provider to healthcare to the Customer by means of laboratory tests (“**laboratory diagnostic services**”) for an agreed remuneration. By the contract concluded online between the Provider and the Customer, the Provider undertakes to offer laboratory diagnostic services via the lab.online website (hereinafter referred to as the “**website**” or “**lab.online**”), and the Customer orders a selected laboratory diagnostic service (laboratory tests) using the online Order Form on the Provider's website.
  - (ii) Before the user account is created, and (ii) before the order is placed, the Customer has the opportunity to read these Terms and Conditions, and is always notified about the option to review them sufficiently in advance, when asked to tick the Terms and Conditions check-box for confirmation. By creating a user account and submitting the order, which require ticking the GTC check-box, the Customer confirms to the Provider that they have duly read and agreed with the GTC.
3. The Parties are bound by these GTC once the User Account has been created, and will govern its use and availability; when the Customer submits its online Order to the Provider, the GTC will apply to all Contracts concluded at www.lab.online and to all Customer-Provider relations which arise especially from the conclusion of the Contract and the provision of laboratory diagnostic services.
4. The contract and the rights and obligations thereunder follow the provisions of the Civil Code, Act 576/2004 Coll., Act 578/2004 Coll. in its version in force, or the legal regulation in force in the Slovak Republic, which replaces any of the legal regulations mentioned above. The provisions of other generally binding legal regulations in force in the Slovak Republic shall apply and relate accordingly to legal relations not addressed by these General Terms and Conditions.
5. Essential terminology:
  - “**Test Package**” shall mean a set of Laboratory tests offered and performed by the Provider, in a healthcare field, which the Customer can order. Their list and a more detailed specification is published on the Provider's website.
  - “**Laboratory Test Price**” shall mean the monetary value paid by the Customer for a specific Laboratory Test and/or Test Package from the Provider's catalogue of services.
  - “**TAT**” shall mean the turnaround time to deliver the Result - the indicative time when the Result of the selected Laboratory Test and/or Test Package will be available for the Customer for his/her review. TAT is stated in the Catalogue next to the Provider's Laboratory Tests/Test Packages on the website.

- **“Catalogue”** shall mean an online catalogue on the Provider's website, with the list of available Laboratory Tests and/or Test Packages, defined by test/test package name, their price, turnaround time to deliver the result (TAT) of the Laboratory Test and/or the results of the Test Package, or other information about the specific Laboratory Test and/or Test Package for the Customer's convenience (instructions before sample is collected for test purposes, or specific recommendations for the Customer and/or Third Party).
- **“Consulting Partner”** shall mean the operator of the website and communication platform [www.diagnose.me](http://www.diagnose.me) (hereinafter referred to as "diagnose.me"), which streamlines the communication between the Customer and the expert consultant under the terms and conditions agreed with the Consulting Partner, irrespective of any legal links between the Customer and Unilabs Slovensko, s. r. o., created by the Contract (especially).
- **“Laboratory Test”** shall mean a laboratory analysis of the Customer's and/or Third Party's sample, offered and conducted by the Provider, not reimbursed by health insurance companies and, as such, fully and directly paid by the Customer.
- **“Service Fee”** shall mean a lump sum which combines the cost of materials and related services needed to perform Laboratory Tests.
- **“Civil Code”** shall mean Act 40/1964 Coll., in its amended version.
- **“Order”** shall mean the Customer's electronic order of the Provider's Laboratory Tests and/or Test Package from the Catalogue available on the website, filed in line with these GTC, by means of a completed and submitted form which represents a contract binding for both parties.
- **“Interpretation of Result by Expert”** shall mean the evaluation of Result data by an expert called the Consultant found by the Consulting Partner on the [diagnose.me](http://diagnose.me) website, to obtain the Consultant's opinion on the Results under the terms and conditions established and agreed with the Consulting Partner exclusively based on legal relations unrelated to the existence of the Contract between the Customer and Unilabs Slovensko, s. r. o.
- **“Expert Opinion”** shall mean advice (recommendation) at the Customer's request before the Order is placed, provided by an expert from [diagnose.me](http://diagnose.me) - our Consulting Partner's website, which serves to select or recommend Laboratory Tests and/or Test Packages offered on [lab.online](http://lab.online) based on the Consultant's opinion on the grounds of symptoms, health problems and/or requirements reported by the Customer, under the terms and conditions established and agreed with the Consulting Partner, based on legal relations unrelated to the existence of the Contract between the Customer and Unilabs Slovensko, s. r. o.
- **“Testing Site”** shall mean the exact address and location of the Provider's medical facility, street number, GPS coordinates, opening hours, or other data to specify the location of the Testing Site such as the map, floor number, room number, etc.; the Provider's healthcare professionals will check the Customer's/Third Party's and his/her legal representative's identity, fill out the required forms with the Customer and/or the Third Party's legal representative, then take their Sample based on the type of Laboratory Test and/or Test Package ordered. The list of Testing Sites is available on the [lab.online](http://lab.online) website, in the Section **“Contact Us”** section.
- **“Payment Gateway”** shall mean the payment tool to pay the Laboratory Tests and/or Test Package ordered by the Customer.
- **“Provider”** shall mean Unilabs Slovensko, s. r. o., which provides laboratory diagnostic services based on legal grounds (a contract with the Customer) according to these GTC.
- **“Personal data protection regulations”** shall mean generally binding legal regulations in their updated version which govern the protection of personal data for the period of the Contract's validity, especially 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, and repealing Directive 95/46/EC (General Data Protection Regulation), and Act 18/2018 Coll. on Personal Data Protection, and on amendments and supplements to certain Acts.
- **“Testing Site Opening Hours”** shall mean the period of time when the Customer's and/or Third Party's Sample can be collected based on the ordered Laboratory Test and/or Test Package stated in the submitted Order. The opening hours

are defined in the list of Testing Sites on the lab.online website, in the "Contact Us" section, next to the Testing Site's name based on the operating capacities and workload of the Provider's Testing Sites.

- **"User Email"** shall mean the email address the Customer uses to log into the User Account. The user email is a compulsory field the Customer fills in to create a User Account. The user email contains the Customer's credentials. The Provider will send all information to this Customer's email address.
- **"Test Booking"** shall mean the exact date selected and reserved for the Customer's/Third Party's test (day/month/year; hour/minute) at the selected Provider's Testing Site. It is a mandatory step when the Customer submits the Order.
- **"Third Party"** shall mean (i) a 6-year-old or older minor (at least 6-years-old at the time of Order submission) up to 10-year-old children; these data are specified exclusively to complete the data for the Laboratory Test or related instructions to check the test's suitability for children aged 6-years-old or older; (ii) a minor older than 10-years-old (at least 10-years-old at the time of Order submission); and/or (iii) an adult person (aged at least 18-years-old on the Order Date, or who became an adult before his/her 18th birthday by marriage under the provisions of the Civil Code), who are not fully legally competent (i.e., a person deprived of the legal competence and/or with restricted legal competence for the activities under GTC herein), and whose sample should be tested by the Provider based on the Contract and in line with the order placed by the Customer who legally represents such Third Party.
- **"User"** shall mean an adult natural person (who has become an adult (18th birthday) on the User Account's creation date or became an adult earlier by marriage in line with the Civil Code), and is fully legally competent.
- **"User Account"** shall mean a user account created by the User on the Provider's website lab.online, associated with the User's credentials - User's email and password selected by the User to log in. In the User Account, the User has the option to create a sub-account for the Third Party(ies) she/he legally represents. The User Account serves exclusively for laboratory diagnostic services as defined by these GTC, and to submit an Order created via the User Account, which converts the User into a Customer.
- **"Result"** shall mean the result of the Laboratory Test and/or Test Package performed by the Provider, delivered in the PDF format, made available to the Customer by the Provider through the User Account.
- **"Sample"** shall mean Customer's and/or Third Party's biological sample taken by the Provider for Testing.
- **"Customer"** shall mean a User who submits an online Order of laboratory diagnostic services via the lab.online website owned by the Provider, either for the Customer and/or for a Third Party the Customer legally represents, which creates a legal relation (contract) with the Provider. The Customer pays the full sum of the ordered laboratory diagnostic service.
- **"Act No. 578/2004 Coll."** shall mean Act 578/2004 Coll. on Healthcare Providers, Healthcare Workers, Scientific Healthcare Organisations, as amended.
- **"Act No. 576/2004 Coll."** shall mean Act 576/2004 Coll. on Healthcare and Healthcare-related Services, and amendment and supplements to certain Acts, as amended.
- **"List of Testing Sites"** shall mean the list of Testing Sites published on the Provider's website lab.online, in the "Contact Us" section.
- **"Modified Test Reservation"** shall mean a change of the Booked Test Date specified in the Order, acceptable for a maximum of one time during the existence of the Contract, should there be serious obstacles. The reservation is modified by the Customer's request delivered to the Provider no later than on the third business day before the originally ordered date, if allowed by the Provider (the Provider will assess the reason and its justification, and reserves the right to accept the request, yet it is not obliged to do so), followed by a newly selected test date for the Customer/Third Party (day/month/year; hour/minute) at the selected Provider's Testing Site, in line with these GTC, repealing the originally reserved test date.

- **“Contract”** shall mean the agreement between the Customer and the Provider on healthcare, namely laboratory diagnostic services, concluded via the Provider’s lab.online reservation system to provide Laboratory Tests and/or Test Package.
- **“Parties”** for the purposes of the Contract shall jointly mean the Provider and the Customer.

## Clause II USER ACCOUNT

1. The Customer acknowledges that the creation of a Laboratory Test and/or Test Package Order, and the purchase on website lab.online, is conditioned by the registration and creation of a User Account in the Provider's online lab.online system. The Customer's access to the lab.online User Account is secured by the following credentials: user email and user password.
2. To register, the User enters their User Email and Login Password and proceeds to password confirmation (enters the password again to validate it). The User also acknowledges and agrees to receive from the Provider all information regarding the legal Contract between the Customer (User) and the Provider, in line with the GTC herein, and the rights and obligations which arise from the above-mentioned legal ground.
3. To complete the registration and create the User Account, the User must provide at least the mandatory scope of personal data(\*), for example: name, surname, postal address (street, number, town/city, post code, country), birth certificate number if assigned, otherwise date of birth, sex, nationality, or other data specified by the Provider as being mandatory. If the User skips any of the mandatory fields, it will be automatically highlighted, and the registration will be blocked until the field has been filled in. In connection with their personal data provided during registration, Users must consent to the processing of their personal data by the Provider, to be able to successfully register, create and validate the User Account, and to confirm to have read the terms and conditions of data processing in the Personal Data Protection Policy.
4. The User has the possibility to create a sub-account for the Third Party(ies) the User legally represents under his/her User Account and his/her credentials. When creating a sub-account, the User must enter at least the mandatory personal data of the Third Party (\*), for example: name, surname, postal address (street, street number, town/city, post code, country), birth certificate number if assigned, otherwise date of birth, sex, nationality, the User’s legal bond to the Third Party, or other data specified by the Provider as being mandatory, and to grant consent to the Third Party’s personal data processing, as the legal representative, which is mandatory to successfully register, create and validate the sub-account to the User's account.
5. The User undertakes to complete the required registration data, accurately and completely, and abstain herself/himself from concealing data. The User, or the Customer, is responsible for the accuracy, validity, true nature and completeness of the Third Party’s data provided during registration for the User Account or its sub-account. The User, or the Customer, is entitled to modify, change credentials and/or personal data at any time after logging into the User Account, and to add or delete any optional data at any time.
6. The Customer must keep their credentials confidential and prevent any third party from unauthorized access to such credentials. The Customer is obliged to keep the information and credentials to the User Account confidential. The Customer shall be liable for any damage caused by inadequate protection and security of the Customer’s credentials to the User Account. Should the disclosure of credentials be suspected, it is in the Customer's own interest to change their credentials as soon as possible.
7. After the User Account has been successfully registered and created in the Provider's online system, the User / Customer may log into the User Account only with the Customer’s credentials (User Email and Login Password), submit Orders for Laboratory Tests and/or Test Packages.
8. The User / Customer is not entitled to allow third parties to use the User Account. The Customer is fully responsible for the activity on his/her User Account, even if not carried out by the Customer and/or a person authorised by the Customer, and/or any other third party.

9. The User / Customer understands the User Account may not be continuously available, especially due to the necessary maintenance of the Provider's hardware and software. The Provider undertakes to apply reasonable efforts to make the User Account available and functional. However, the Provider shall not be liable for any damage incurred to the User, the Customer and/or the Third Party due to the unavailability or non-functionality of the User Account caused by reasonable reasons which include the necessary Provider's or third party's hardware and software maintenance.
  10. The Provider shall not be liable for any damage resulting from unauthorized access to the User Account caused by the Customer's failure to comply with its obligations under the Contract and these GTC.
11. The Provider may cancel the User / Customer Account at any time, in particular (but not exclusively) if the Customer's User Account has been inactive for longer than one (1) year, it is unused by the Customer and/or if the Customer breaches his/her obligations under these GTC or other generally applicable legal regulations.
12. The User and the Customer may cancel their User Account on the Provider's website lab.online at any time without giving a reason. By cancelling the User Account, the sub-account of the Third Party legally represented by the User / Customer is automatically deleted.

### Clause III TESTING SITES

1. The list of Provider's Testing Sites is available on the Provider's website, in the "**Contact Us**" section. The Provider's List of Testing Sites defines their opening hours. During the opening hours, the Provider's authorized medical staff collect the Customer's and/or Third Party's Sample based on an Order submitted in line with these GTC, the Test Reservation or Modified Test Reservation, and in line the current operating capacity and workload of the Testing Site in question.
2. When submitting an Order, the Customer selects one of the listed Testing Sites and reserves one of the available dates for testing - test reservation. The Customer, on behalf of the Third Party, acknowledges and agrees the Booked Test Date must be complied with once the Order has been submitted according to the terms and conditions set out in these GTC. The Booked Test Date is binding for the Provider once the Contract has been concluded, i.e., after the Laboratory Testing Price and/or the Testing Package has been fully paid by the Customer.
3. The Customer and/or the Third Party accompanied by a legal representative is obliged to appear at the Testing Site at the Booked Test Date, otherwise the Provider is not obliged to collect the Customer's and/or the Third Party's sample. If the Customer and/or Third Party fails to appear duly and timely for the Test (of sample) at the selected Testing Site based on the Reserved Test, the Provider's right to have the Laboratory Test/Package of Tests Price and the Service Fee paid shall not be affected and the Laboratory Test/Package of Tests Price and the Service Fee paid by the Customer shall not be refunded but be fully forfeited instead to the benefit of the Provider, and it is understood that should the Customer fail to appear for the Test (of sample) and the Laboratory Test/Package of Tests on the Booked Test Date, the Provider's contractual duty to provide Laboratory Test/Package of Tests shall be deemed duly, fully and entirely provided to the Customer. Clause V, Secs. 3 and 4 herein shall remain unaffected by the previous provision.
4. In case of serious obstacles, the Customer is entitled to ask the Provider to replace the Booked Test Date specified in the Order with another date once during the duration of the Contract, but only as allowed by conditions set out in Clauses 5, 6, 7 and 8 of Clause III, GTC. Test Reservation and its Modification are not charged separately.
5. Should the Customer wish to modify the Booked Test Date specified in the Order, the Customer is obliged to request the modification from the Provider by email with the justification sent to the Provider's email address **info@lab.online** (hereinafter referred to as the "**Modified Reserved Date**"). The Customer is entitled to request the modification of the Booked Date no later than three business days before the original Booked Test Date,

provided the Customer's request for a Modified Reservation be delivered to the Provider within the established deadline, otherwise the Provider shall not take the request into account, and the Customer and/or the Third Party will be bound by the original Booked Test Date and Sec. 3 of Clause III, GTC.

6. If the Customer delivers to the Provider the request for Modified Reservation duly and timely, within the deadline in line with Sec. 5 of Clause III, GTC, the Provider shall, by the end of the next business day counted from the request's delivery, acknowledge receipt of the request by a notification emailed to the User's email address, and if the justification is deemed reasonable the Customer will be offered to select one out of three free dates to modify the Test Reservation at the selected Testing Site (usually the nearest available depending on capacity), otherwise the request will be dismissed. The Customer may (but is not obliged to) notify the Provider in the request of its preferences and/or unavailability to offer feasible Modified Reserved Dates. Such preferences will be indicative and non-binding for the Provider. The Customer understands that the offered Modified Reserved Dates are specified and decided on solely by the Provider according to the capacity and time slots of the Testing Site selected by the Customer in the Order. At the same time, the Customer is aware the Provider is by no means subject to time constraints based on the original Booked Test Date.
7. The Customer must select one of the three offered Modified Reserved Dates and send the answer to: info@lab.online without delay, by the end of the next business day counted from the delivery of the offered modified reserved dates to be selected at the Customer's discretion, otherwise the deadline to replace the original date shall be deemed to have expired, and the Customer and/or the Third Party shall be bound to appear on the original Booked Test Date, and the procedure under Sec. 3 of Clause III, GTC shall be fully applicable.
8. The Customer shall notify the Provider in the manner and within the deadline defined by Sec. 7, Clause III, GTC, of the Modified Reserved Date the Customer selected. The Provider shall then confirm the Modified Reserved (Test) Date to the Customer by a notification stating the agreed exact Modified Reserved Date (day/month/year; hour/minute), and upon the delivery of this Provider's notification to the Customer, the Modified Reserved Date shall become binding for the Customer and/or the Third Party, and shall fully replace and cancel the original Booked Test Date. The Customer acknowledges that the Modified Test Date can no longer be modified or replaced by another time/date by the Customer.
9. Should a Modified Test Date be agreed upon pursuant to these GTC, the Customer and/or Third Party accompanied by a legal representative are obliged to appear for the test at the selected Testing Site on the agreed Modified Test Date, otherwise the Provider is not obliged to sample and test the Customer and/or Third Party. Should the Customer and/or Third Party fail to duly and timely attend his/her booked Test at the selected Testing Site in accordance with the Modified Reserved Test Date, the Provider's entitlement to have the Laboratory Test/Package of Tests Price and the Service Fee paid shall not be affected and the Customer will not have the Laboratory Test/Package of Tests Price and the Service fee refunded; it shall be forfeited to the benefit of the Provider instead, and it is understood that should the Customer fail to appear for the Test (of sample) and the Laboratory Test/Package of Tests on the Booked Test Date, the Provider's contractual duty to provide the Laboratory Test/Package of Tests shall be deemed to have been duly, fully and entirely provided to the Customer. Clause V, Secs. 3 and 4 herein shall remain unaffected by the previous provision.
10. In the event it is not possible to collect the Customer's and/or Third Party's sample on the date agreed as the Booked Test Date, or on the Modified Reserved Date, for justified reasons on the Provider's side and the Provider is aware of such reason, the Customer shall be notified of this fact by email or phone call (by cancelled Booked Test Date or cancelled Modified Reserved Date) in advance, to the best of the Provider's ability, as soon as possible prior to the scheduled Booked Test Date or Reserved Date. In such case, the Provider shall agree with the Customer to an alternative solution.
11. The Provider reserves the right to update the List of Testing Sites, including changed Opening Hours of Testing Sites, without the prior consent of the Customer and/or the Third Party. The currently valid List of Testing Sites and changes made thereto are available on the Provider's website lab.online, in the **"Contact Us"** section.



#### Clause IV

#### ONLINE RESERVATION SYSTEM AND OFFERED LABORATORY DIAGNOSTIC SERVICES

1. The Provider supplies laboratory diagnostic services to the Customer and/or the Third Party based on the Contract on self-paid Laboratory tests and/or Test Packages not reimbursed by public health insurance, which consist of the testing (analysis) of biological samples in the Provider's laboratories (or in the Provider's contracted laboratories) within the scope selected and agreed by the Customer through the online reservation system pursuant to these GTC based on the Contract (hereinafter referred to as the "Test"). The Customer acknowledges and accepts that the verification of the Customer's/Third Party's and his/her legal representative's identity, preparation and provision of the necessary documentation (instructions and informed consent), sampling of biological material of the Customer and/or Third Person, preparation of such Sampled biological material, and supplementary documentation for the subsequent testing (analysis) of the Sample in the Provider's laboratories, transport of the Sample to the Provider's own and/or the Provider's contracted laboratory, and delivery of laboratory results to the Customer, are inseparable and necessary steps of the Test.
2. The Provider's offer of Laboratory Tests and/or Test Packages is listed in the online Catalogue on the Provider's website lab.online.
3. The Laboratory Tests and/or Test Package offered by the Provider can be ordered only after (i) you register and create a User Account on lab.online pursuant to the GTC or (ii) you log into your existing User Account on lab.online pursuant to the GTC, if you are an already registered Customer.
4. The Customer adds the selected Laboratory Test and/or Test Package to the online shopping cart on the Provider's website available after clicking the corresponding link. Selected Laboratory Tests and/or Test Packages in the shopping cart may be modified and added by the Customer until the Order is completed and submitted.
5. Selected Laboratory Tests and/or Test Package(s) can be ordered after the Customer clicks the corresponding link. After the required data are completed (the selected Testing Site and the Test date), the Customer will click "Add to Cart" to add the selected Laboratory Test and/or Test Package to the order. The link "**Add to cart**" is activated to complete and submit the Order or continue purchasing on the website. To complete and submit the Order, the Customer shall complete an electronic Order Form at least to the extent of the mandatory data requested by the Provider. The minimum mandatory data to order the selected Laboratory Tests and/or Test Package include:
  - a) The Customer's name and surname;
  - b) The Customer's registered address and/or temporary residence (street, street number, town/city, post code, country);
  - c) The Customer's email address;
  - d) The Customer's billing address, if it differs from the Customer's registered and/or temporary address;
  - e) the selected Testing Site and Test Date;The Customer is obliged to notify the Provider of his/her mobile phone number (in the order form), solely to ease the communication between the Provider and the Customer according to these GTC, and/or to be notified about the critical values in ordered laboratory test results. The Provider hereby declares it will not use the mobile phone number provided by the Customer for marketing and advertising purposes, unless the Customer gives his/her explicit consent therewith.
6. If the Customer orders Laboratory Tests and/or a Test Package for a Third Party legally represented by the Customer, there are minimum mandatory data apart from those in Clause IV (5) (a) to (d):
  - a) the name and surname of the Third Party;
  - b) the selected Testing Site and Test Date;
7. The fields of the Order Form are mandatory and must be completed by the Customer, otherwise the Customer's Order is deemed incomplete and cannot be submitted. If the Customer skips any of the mandatory fields in the order form, it will be automatically highlighted, and the online reservation will be blocked until the field has been filled in.
8. Before the Order is submitted, the Customer can check and change the data entered in the Order. The Customer submits the Order by clicking the link "**COMPLETE THE ORDER WITH OBLIGATION TO PAY**". The Customer undertakes to fill in the Order accurately, with all mandatory data and without concealed data. The Customer is responsible to ensure the data provided in the Order, including the Third Party's data, are accurate, true and complete.

9. The Customer acknowledges that the Provider will process the Customer's personal data and/or personal data of the Third Party in the Order, which describe the health conditions, and also understands that the mandatory data are necessary to provide contracted laboratory diagnostic services, and the Provider will process the data based on the law. When the personal data of the Customer's or the Third Party legally represented by the Customer are included in the Order Form, the Customer is obliged to confirm his/her consent to the processing of the Customer's and Third Party's optional data by the Provider, in order to have the Order successfully completed. By submitting the Order, the Customer is deemed to have granted his/her consent to the processing of the Customer's and legally represented Third Party's personal data by the Provider, and to have read and understood the terms and conditions of data processing set out in the Personal Data Protection Policy.
10. To successfully order the Laboratory Test Order and/or the Test Package, the Customer must read the wording of the Provider's instructions before healthcare is received, especially instructions on the purpose, nature, consequences and possible risks of the ordered healthcare (the "Instructions"), and if there is interest in tests, to grant the Customer's and/or Third Party's legal representative's consent to healthcare under Act 576/2004 Coll. to the provision of health care by the Provider (hereinafter also referred to as the Third Party's ("Informed consent"). By submitting the Order, the Customer shall be deemed to have read the Provider's entire instructions defined above, and deemed to have granted his/her Informed Consent to the healthcare provided to the Customer and/or the Third Party legally represented by the Customer. A healthcare professional will instruct the patient and request the Customer's and/or Third Party's Informed Consent by signing a form before the Sample is collected and, for the avoidance of doubt, by requesting the Customer's - representing the Third Party's - consent to testing, which means to both confirm to have been instructed and to have granted Informed Consent to the laboratory diagnostic services under the contractual provisions.
11. By submitting an Order, the Customer agrees to the GTC and declares himself/herself to be fully legally competent, an adult, and a legal representative of the Third Party (if included in the order), and declares not to be aware of any obstacles that would prevent the conclusion of the Contract.
12. A duly completed and submitted online order of Laboratory Test and/or Test Package by the Customer is binding. Upon completion and submission of the Order, the Customer is automatically redirected to the BESTERON payment gateway to pay the ordered Laboratory Test and/or Test Package. After payment is made using the BESTERON payment gateway, the Customer will be automatically redirected back to the Provider's website lab.online.
13. The Contract is concluded when a binding Order is received, since it represents the Customer's will to conclude the Contract with the Provider, and the successful and complete payment of the Laboratory Test Price and/or the Test Package Price and the respective Service Fee specified in the Order via the BESTERON payment gateway by the Customer.
14. After the Laboratory Test Price and/or the Test Package Price have/has been paid, the Customer receives a confirmation email for the submitted and accepted Order, which states especially (i) the list of ordered Laboratory Test and/or Test Package, the booked test date and the selected Testing Site; the complete GTC valid as of the Order submission date; (iv) instructions on healthcare, i.e. before the selected Laboratory Test and/or Test Package is performed, namely the purpose, type, consequences and potential risks of the provided healthcare, and the Customer's and/or Third Person's legal representative's informed consent under Act 576/2004 Coll.; (iv) other notifications, the Provider's instructions, guidelines on sampling and laboratory tests, which must be followed by the Customer and/or Third Person, if necessary for the type of Test/Test Package.
15. After the full Laboratory Test Price and/or Test Package Price and Service Fee has been credited to the Provider's bank account, a tax invoice is sent to the Customer's email used for registration, to confirm the ordered Laboratory Test and/or Test Package was paid. The invoice for the Customer will be issued in electronic PDF format only, and the Customer agrees therewith.
16. INFORMATIVE NOTIFICATIONS AND CANCELLATION OF ORDER.  
The Customer hereby acknowledges:
  - a) the time limit set by the Provider and granted to the Customer starts to be counted once a Laboratory Test and/or Test Package is added to the online shopping cart; the Customer must submit the Order within this time limit by clicking the link "COMPLETE ORDER WITH OBLIGATION TO PAY", otherwise the Customer's selected Booked Test Date is automatically cancelled and is again available in the Provider's reservation system,



- b) after a binding Order has been submitted and sent to the Provider by clicking on "COMPLETE ORDER WITH OBLIGATION TO PAY" within the time limit specified in Sec. 16(a) of this GTC Clause, and the Customer is redirected to the BESTERON payment gateway to pay for the ordered Laboratory Test and/or Test Package, the new time limit set by the Provider is shown to the Customer to pay for the ordered products. If the Customer fails to pay Laboratory Test Price and/or the Test Package Price and the Service Fee specified in the Order within the specified time limit, the selected Booked Test Date is automatically cancelled and the Modified Reserved Date becomes available in the Provider's online reservation system. The Provider then contacts the Customer via a short message and email to pay for the ordered services, and if:
- ba) the Customer wishes to pay for the binding Order and the cancelled Booked Test Date is still available, the Customer will be automatically redirected to the BESTERON payment gateway to pay for the Order within the specified time limit;
  - bb) The Customer wishes to pay for the binding Order, and the cancelled Booked Test Date is no longer available, the Customer is redirected to the Provider's online reservation system to select a new Test Date and then pay at the BESTERON payment gateway within the specified time limit.
- c) if the Customer does not pay for the binding Order despite a notification having been sent by email within the time limit set by the Provider, the Customer will be notified by email, and the binding Order will be automatically cancelled. The Customer will receive an Order cancellation email from the Provider.

#### **Clause V**

#### **CONDITIONS OF PROVISION OF LABORATORY DIAGNOSTIC SERVICES - TESTS**

1. The Provider offers laboratory diagnostic services under Act 576/2004 Coll. The Customer acknowledges and agrees that the Provider - to fulfil the contract - handles the Customer's and/or the Third Party's test results within the medical records in line with the legislation in force in the Slovak Republic.
2. The Customer and/or the Third Party shall be obliged to cooperate with the Provider to fulfil the Contract and to appear to have a biological sample collected. In the event the Third Party's Sample is to be collected under the Contract, such Third Party must arrive at the Testing Site accompanied by a legal representative, otherwise the Provider shall reserve the right to refuse to collect the Third Party's sample for testing. The Customer acknowledges the Provider will collect a Sample of biological material pursuant to these GTC only from individuals older than 10-years-old, for applicable Laboratory Tests, with specification of the age limit of 6-year-old test descriptions or in the instruction to test individuals older than 6-years-old.
3. The Customer and the Third Party accompanied by a legal representative must attend the testing on the booked test date or on the Modified Reserved Date. The Customer's and / or Third Party's obligation to attend testing on the booked test date or on the Modified Reserved Date pursuant to the previous sentence shall be deemed to have been fulfilled by the Customer's / Third Party's arrival at the selected Testing Site with an accepted tolerance of  $\pm 30$  minutes from the specified testing date or the Modified Reserved Date, respecting the Opening Hours of the selected Testing Site on the given calendar day of the booked test date or on the Modified Reserved Date. If the Customer and/or Third Party is/are delayed, i.e. the Customer and/or Third Party arrives at the Testing Site after the acceptable delay defined in the previous sentence, the Provider is not obliged to perform the test due to the delay caused by the Customer and/or Third Party and may refuse it, and the latter shall not affect the Provider's right to sampling and testing no later than by the end of the Opening Hours of the Testing Site as specified on the website lab.online on the calendar day of the booked test date or on the Modified Reserved Date, if the operating hours, daily capacities and other facts and circumstances allow it.
4. In the event the Provider does not test due to the Customer's and/or Third Party's delay, as described in Sec. 4 of this GTC Clause, the Provider's claim for payment of the Laboratory Test Price / Test Package and the Service Fee shall not be affected and it will not be refunded to the Customer, but rather fully forfeited to the benefit of

the Provider, and testing unperformed due to expired Booked Test Date or Modified Reserved Date is considered a Laboratory Test/Package of Tests duly, fully and completely provided to the Customer under the Contract.

5. The Provider shall make its best effort to meet the deadline of the Booked Test Date or Modified Reserved Date. The Provider's compliance with the deadline of the Booked Test Date or Modified Reserved Date shall mean a test really provided to the Customer or the Third Party within a tolerance of  $\pm 2$  (two) hours from the agreed Booked Test Date or Modified Reserved Date, while the Provider shall not be liable for non-compliance with the Booked Test Date or Modified Reserved Date due to reasons of Force Majeure and/or other demonstrable circumstances outside the Provider's control, in which case the Provider shall agree with the Customer on an alternative solution.
6. Before sampling and the test, the Provider's medical staff shall check the personal data of the Customer/Third Party and his/her legal representative, provide the necessary test and sample identification records (Instructions and Informed Consent of the Customer/Third Party's legal representative). Before the test, the Customer and/or the Third Party and/or Third Party's legal representative shall cooperate with the Provider's medical staff to fulfil the statutory obligations and to process the mandatory documentation, providing all necessary data about his/her known health condition, which might be related to the test and have an impact on testing and the laboratory test result. The Customer/Third Party/Third Party's legal representative undertakes not to conceal anything, and to inform the attending healthcare professional about contagious diseases. The Provider's healthcare staff will then take a sample for the ordered test.
7. The Provider's healthcare professional shall take a Sample of biological material and arrange, at its own expense, the transport of the Customer's/Third Party's sample with the necessary records to the Provider's laboratory or the Provider's contracted laboratory which will analyse the sample according to the GTC.
8. The Provider is entitled to refuse to test the Customer and/or Third Party if:
  - a) The Customer refuses to be identified.
  - b) The Third Party comes without a legal representative and/or the legal representative refuses to be identified or demonstrate the right to represent the Third Party.
  - c) The Customer / Third Party / legal representative of the Third Party fails to cooperate as required by the Provider's medical staff while a sample is being taken and the laboratory test performed.
  - d) The Customer/Third Party has failed to comply with and/or breached the instructions provided in advance by the Provider, as specified in Clause IV Sec. 14 (iv) herein.
  - e) The Customer / Third Party / Third Party's legal representative is obviously under the influence of alcoholic beverages, narcotics, psychotropic substances or drugs, or is in a condition evaluated by the Provider's medical professional unsuitable for drawing a sample or performing the ordered laboratory test.
  - f) There are other objective facts beyond the Provider's control that prevent or obstruct sampling.
9. The Provider refuses to draw the Customer's / Third Party's sample for any and all of the reasons set out in Sec. 9 (a) to (f) of this GTC Clause, which entitles the Provider to withdraw from the Contract under Clause X herein.

#### Clause VI

#### REMUNERATION FOR LABORATORY TESTS AND PAYMENT CONDITIONS

1. The price of Laboratory Tests and/or Test Packages offered by the Provider are specified in the Catalogue per type. The currency of prices of Laboratory Tests and/or Test Packages is EURO. The Customer understands and agrees that the price of Laboratory Tests or the price of Test Packages ordered via the Provider's online reservation system is not reimbursed by insurance companies and is to be paid by the Customer exclusively.
2. The Provider is a VAT payer. The prices of laboratory tests listed in the Catalogue subject to VAT under the legislation in force in the Slovak Republic are marked with an asterisk. The price of laboratory tests marked with an asterisk in the Catalogue includes the added VAT, regulated

by law.

3. The Customer shall pay in advance the price for the ordered Laboratory Tests and/or Test Package; upon completion and submission of the Order the Customer is automatically redirected to the BESTERON payment gateway.
4. Should the Customer fail to pay the full price for the ordered Laboratory Tests and/or Test Package immediately after the automatic redirection to the BESTERON payment gateway, but no later than 30 minutes after the Order's submission and access to the BESTERON payment gateway, the Provider will automatically cancel and reject the Customer's Order.
5. The Provider reserves the right to change the prices of Laboratory Tests/Test Packages listed in the Catalogue. The price of the Laboratory Test / Test Package specified in the Catalogue at the time of Order submission to the Provider applies, under GTC provisions.
6. The Customer is aware the Provider is not responsible for the security, quality and/or functioning of products and services offered by other parties, in particular, but not limited to, payment service providers.
7. The Provider has tallied a Service Fee and the legally regulated VAT to the Laboratory Test Price.

## Clause VII

### LABORATORY TEST RESULT

1. The laboratory test result will be provided to the Customer at the turnaround time (TAT) specified in the Test Catalogue.
2. The Customer is aware the turnaround time (TAT) (i) are business days; (ii) expresses the maximum time for delivery of the Result of the Laboratory Test/Test Package; (iii) is counted from the moment the Customer's and/or Third Party's Sample is drawn and registered at the Testing Site (TAT start); (iv) ends when the Result of the Laboratory Test and/or Test Package is made available to the Customer in the online lab system and can be reviewed (TAT end).
3. The Customer can check the availability of the result to the Customer (within TAT) in the User Account.
4. Once the Sample has been analysed and the Result obtained, the Result of the Laboratory test and/or Test Package will be published by the Provider in its lab.online system, with secured access via the Customer's User Account. By doing so, the test result is considered to have been delivered to the Customer, even if the Customer has not become aware of this fact, as specified in Sec. 5 of this GTC Clause.
5. The Customer will always be notified of the availability of the Result in the lab.online system via an email notification sent by the Provider to the Customer's email address used for registration without undue delay once the Result is available in the lab.online system, as specified in Sec. 4 of this GTC Clause. When the Customer clicks on the link in the email notification, the Customer will be automatically redirected to the login page of the User Account to access and display the Lab Test Result. The Provider is not responsible for the functionality and availability of the Customer's hardware and software.
6. If the Customer's Order submitted to the Provider included the Customer's mobile phone number, the Customer's notification under Sec. 5 of this GTC Clause will be followed by a short message which informs that the Result is available by a direct link to have it displayed without the need to log in to the User account, and the Customer hereby agrees therewith. The Provider is not responsible for the functionality and availability of the Customer's hardware and software.
7. If the Provider is in delay with the notification of the Result, Sec. 4 of this GTC Clause, by more than 2 business days after TAT specified for the Laboratory Test and/or Test Package, the Customer is entitled to demand a discount of 30% of such delayed Laboratory Test/Package of Tests price.  
The Customer is obliged to claim the discount in writing no later than 30 days after the Customer's discount claim arises and address it to the Provider, otherwise such claim expires.
8. The Customer acknowledges that, in the event the sampling instructions given by the Provider and/or if Customer fails to provide, withholds or submits false and incomplete information and data regarding and/or related to the Customer's/Third Party's health conditions, the Laboratory Test Result may be inaccurate, biased and questionable.
9. The Customer acknowledges that the results of laboratory tests are purely informative, without any predictive value about the overall health of the Customer/Third Party, and must always be considered in a broader context of the overall clinical symptoms and medical history of the Customer/Third Party; they must not replace complete professionally delivered healthcare.
10. The Customer hereby acknowledges the Provider does not provide the Customer/Third Party with any and all interpretation, description, medical advice or scientific interpretation of the Laboratory Test Results.

## Clause VIII

### EXTRA SERVICES BEYOND THE PROVIDER'S SCOPE

1. Should the Customer be interested in a medical assessment of the reported symptoms or health problems, or should the Customer and/or a Third Party have other requirements, and the subsequently provided advice (recommendation) on which type of Lab Test and/or Lab Test Package should be selected online by the Customer and/or

the Third Party, the Customer has the option to order an Expert Opinion and select a consultant of the Consulting Partner at [www.diagnose.me](http://www.diagnose.me). The legal relation between the Customer and the Consulting Partner / the Consultant exists independently of the legal relation to the Provider, and is not governed by these GTC. The Provider is neither responsible for the Expert Opinion and recommendations provided by the Consultant to the Customer, nor is the Provider responsible for the content and its delivery by the Consulting Partner.

2. If the Customer is interested in a medical opinion on the Laboratory Test / Test Package Results, the Customer has the option to book a Professional Consultation regarding the results with a consultant of the Customer's choice at the Consulting Partner's website [www.diagnose.me](http://www.diagnose.me). The legal relation between the Customer and the Consulting Partner / the Consultant exists independently of the legal relation to the Provider, and is not governed by these GTC. The Provider is neither responsible for the Consultant's medical opinion on the Customer's Laboratory Test Result, nor for the content and its delivery by the Consulting Partner.

### Clause IX COMPLAINT S

1. The Provider must ensure compliance of the laboratory diagnostic services offered by the Provider and the Tests as such with all applicable quality standards and requirements based on the type and nature of the requested laboratory test. The quality of the provided laboratory diagnostic service shall mean the performance of the test (laboratory analysis of the Customer's and/or Third Party's sample) and the result sent to the Customer according to these GTC.
2. The Customer is entitled to contact the Provider and file a complaint regarding:
  - a) the quality of the provided laboratory diagnostic service;
  - b) the price charged for the laboratory analysis provided and the Service Fee, if the Customer has reasonable doubt that the price and the Service Fee have not been calculated in accordance with the Provider's Catalogue and the Order, respectively.
3. The Customer has the right to withdraw from the Contract exclusively on the grounds set out in generally binding legal regulations of the Slovak Republic:
  - a) for reasons beyond the Provider's control;
  - b) for reasons on the Customer's and/or the Third Party's side;
  - c) due to Force Majeure events.
4. If filing a complaint to the Provider, the Customer is obliged to do so immediately after a defect in the provided laboratory diagnostics service or inaccurate invoiced price of the Laboratory Test and/or the Package of Tests and inaccurate Service Fee are discovered, within a maximum period of 30 days, otherwise the Customer's right to claim shall expire.
5. Complaints can be filed in writing and sent to the Provider's registered office or emailed to [reklamacia@lab.online](mailto:reklamacia@lab.online).
6. After the Customer has filed a claim, the Provider shall issue a confirmation of receipt of the claim at the Customer's request.
7. Upon receipt of a complaint, the Provider shall immediately investigate its legitimacy and, based on the grounds and nature of the complaint, shall decide on a solution and its deadline. After the solution of the claim has been established, the claim shall be processed within the deadline set by the Provider, within a maximum of 30 days of the date when filed by the Customer pursuant to these GTC.
8. Potential solutions to a complaint:
  - a) the Customer has the right to timely, free-of-charge and proper remedy of remediable defects in the provided laboratory diagnostic services;
  - b) if the defects are irreparable, especially if laboratory analysis could not be performed for reasons on the Provider's side (loss, destruction of the sample), the Customer has the right to
    - i. repeat the test free of charge, or
    - ii. have the already paid price of the Laboratory Test and/or the Test Package, and the Service Fee, refunded.The manner in which the claim is upheld is decided upon by the Provider.



9. The Provider informs the Customer about the complaint status via a notification emailed to the User's Email Address or by letter.

#### **Clause X**

#### **WITHDRAW**

#### **AL**

1. Withdrawal is solved by delivering a written (printed or electronic) withdrawal notice to the other Party. The Parties expressly agree that, if a Party exercises its right to withdraw from the Contract, whether agreed in the Contract or based on GTC and the applicable law, the withdrawal shall not affect claims produced until the effective withdrawal date.
2. The Provider is entitled to withdraw from the Contract for the contractually agreed reasons, or reasons listed in these GTC or provided for in the generally binding legislation of the Slovak Republic, and also in the event the Customer and/or the Third Party breaches any obligation under the Contract or these GTC; the withdrawal notice must be in writing emailed to the Customer's email address used for registration; by its delivery the Contract is cancelled and terminated.
  3. The Customer shall have the right to withdraw from the Contract only on legal grounds set out in generally binding legal regulations of the Slovak Republic.
4. In the event the Provider withdraws from the Contract for reasons on the Customer's and/or the Third Party's side, the Price of the Laboratory Test / Test Package and the Service Fee paid by the Customer shall not be refunded to the Customer, but shall be fully conceded to the Provider. The Provider's right to complete damage compensation due to an obligation breached by the Customer and/or Third Party shall remain unaffected.

#### **Clause XI**

#### **SEPARATE PROVISIONS**

1. The Provider declares that it shall perform the Laboratory Diagnostic Services with all and every effort to ensure the accuracy and complete results of the Laboratory Tests or clinical data therein, as much as possible, in compliance with the law. However, the Provider shall not be liable for any inaccurate or incomplete laboratory test results if such inaccuracy or incompleteness was caused by various demonstrable reasons beyond the Provider's control.
2. The Provider shall be exempt from liability for partial or total failure to fulfil its obligations and duties under the Contract and/or GTC if such failure is caused by circumstances caused independently of the Provider's will and which prevent the Provider from fulfilling its obligations, and if with regards to all the circumstances, and it is logical to assume these circumstances or their consequences could not have been averted or overcome, nor foreseen, by the Provider upon the conclusion of the Contract. Should circumstances which exempt the Provider from liability occur, the period to fulfil contractual obligations shall be extended by the duration of such circumstances. If the Provider cannot fulfil its obligations due to Force Majeure events which can be proven, the Customer should be notified of this fact within a maximum period of 3 business days of such events occurring.
3. Except as provided in Secs. 1 and 2 of this GTC Clause, the Parties shall be mutually liable for any damage caused to the other Party by the failure of either Party to comply with the Contract, GTC, by acts and/or omission of either Party.
4. The Customer undertakes to use laboratory diagnostic services solely in compliance with generally binding legislation and these GTC. The Customer is not entitled to use the laboratory diagnostic services for any other purpose or manner not specified herein (GTC).
5. The website lab.online is subject to the Provider's copyright rights pursuant to Act 185/2015 Coll., the Copyright Act, as amended. When using laboratory tests under these GTC, the Provider grants the Customer the right (grants a license) to use the website lab.online in its available version at the time within the Provider's online interface "lab.online". The license granted to the Customer is non-exclusive, valid for the duration of the Contract, and is only for use of the website lab.online pursuant to these GTC. The Customer is not entitled to delegate a sub-license or transfer the licence to third parties. The licence shall

be granted free of charge to the Customer hereunder.

6. The Customer must refrain from the conduct below when laboratory tests are ordered:
  - a) unjustifiably interfere with the rights of third parties and the rights of the Provider;
  - b) tamper with the Provider's website lab.online or undertake to access lab.online only by the login with credentials provided hereunder; and shall never reproduce, copy, distribute, share, modify or otherwise tamper with the source code and documents on the Provider's website lab.online, unless expressly authorized to do so;
  - c) use the lab.online platform and the services offered by the Provider thereon in a way that could damage the website (hardware tampering included);
  - d) conceal, hide or falsify his/her identity.
7. The terms and conditions to use website lab.online. as specified in Secs. 5 and 6 of Clause XI, GTC, shall apply mutatis mutandis to other intangible property and rights made available by the Provider on the website lab.online to provide laboratory tests and analysis as specified in the GTC (design, graphics, trademarks, logos, etc.).

#### Clause XII

#### PERSONAL DATA PROTECTION

1. By creating a User account / legally represented Third Party's sub-account, the User agrees to the processing of all personal data the User provides (personal data of the Third Party included) by the Provider; upon Order submission on the website lab.online, the Customer also agrees to have all personal data the Customer provides (personal data of the Third Party included) processed by the Provider to properly ensure laboratory diagnostic services, in particular (but not exclusively) data such as name and surname, birth certificate number and/or date of birth, if the birth certificate number has not been assigned, delivery (billing) address, address of permanent / temporary residence, nationality, sex, phone number and email address, results of laboratory tests, and/or other data related to health condition. The personal data of the Customer / Third Party will be processed by the Provider in accordance with the Personal Data Protection Regulations.
2. The Provider shall ensure secure technical treatment of the Customer's / Third Party's personal data, especially to adopt all needed and strictly necessary measures to prevent unauthorized or accidental access to personal data, their alteration, destruction or loss, unauthorized processing, or misuse.
3. Details about the processing of personal data are explained on the Provider's website lab.online; the person appointed by the Provider to be responsible for personal data protection can be contacted at [dpo@unilabs.com](mailto:dpo@unilabs.com).
4. The Customer confirms that he/she has provided true and accurate personal data (the Customer's and/or Third Party's), and to have been advised of the manner and legal grounds which apply to the provision of personal data. By creating a User account / legally represented Third Party's sub-account, and upon Order submission via the website lab.online, the Customer also agrees to have all personal data the Customer provides (personal data of the Third Party included) processed by the Provider except for personal data not required for laboratory tests by the Act on Healthcare.

#### Clause XIII. GIFT VOUCHERS

1. The Provider offers the following types of gift vouchers:
  - a) A gift voucher for a specific Laboratory Test and/or Test Package ("**Gift Voucher - test**") valid for three (3) months after being purchased on the lab.online website.
  - b) A gift voucher of a certain monetary value /currency: Euro/ ("**payment gift voucher**") is valid for six (6) months after being purchased on the lab.online website.

2. If a gift voucher is not applied under the conditions of the GTC within their validity period specified in Sec. 1 (a) or 1 (b) of this GTC Clause, the validity of the gift voucher shall expire, and the voucher cannot be used, exchanged, refunded or reimbursed, nor its validity extended. The Gift Voucher is applied by submitting a binding Order of Laboratory Test and/or Test Package on the website lab.online hereunder, using the Gift Voucher (this shall not mean the actual testing). The complete sum of the monetary gift voucher must be applied when still valid, otherwise the unused amount on the gift card is conceded to the Provider.
3. Gift vouchers cannot be exchanged for cash.
4. Gift vouchers cannot be used retroactively to pay for services previously ordered on website lab.online.
5. The Provider shall not be liable for the loss, theft, damage or destruction of a gift voucher. If a voucher is deleted, lost or destroyed before use, it cannot be restored.
6. To apply gift vouchers, the Customer must comply with all purchase-related terms and conditions the Provider specifies on the website lab.online, and is subject to all the rights and obligations set out in these GTC.
7. Gift voucher options on lab.online:  
Gift vouchers can be purchased only on the Provider's website lab.online after you register and create a User Account and/or after you log into your existing User Account as specified in the GTC.

#### **a) Gift voucher (for a specific type of Lab Test and/or Test Package)**

There is an option to tick a specific Lab Test and/or Test Package when reserving "**As a gift voucher**", which saves it in your shopping cart. Upon payment of the selected Lab Test and/or Test Package at the BESTERON payment gateway according to these GTC, an electronic gift voucher for the test with a unique code will be issued by the Provider and sent immediately to the Customer's Login Email Address, and can be applied only by the gift voucher holder on the website lab.online, as specified hereunder. The Customer will also receive an electronic invoice (official confirmation the gift voucher was paid) delivered to the Customer's email address used for registration, as specified in Sec. 15, Clause IV, GTC.

The Provider reserves the right to define and change Laboratory Tests and/or Test Packages the Customer may purchase in the form of a test gift voucher; such change will not affect any of the already purchased gift vouchers.

#### **b) Monetary gift voucher (EUR)**

Gift vouchers of different monetary values defined by the Provider will be available on the website lab.online (the online catalogue of tests), under the category "Gift vouchers", "Tests" tab. When a gift voucher of a certain value is selected and paid for by the Customer via the BESTERON payment gateway according to these GTC, an electronic monetary voucher with a unique code will be issued by the Provider and immediately sent to the Customer's email address used for registration, to be later applied by the gift voucher holder on the website lab.online according to these GTC. The value of the monetary voucher is equal to the value paid by the Customer. The Customer will also receive an electronic invoice (official confirmation the voucher was paid) delivered to the Customer's email address used for registration, as specified in Sec. 15, Clause IV, GTC.

The Provider reserves the right to change the values of monetary vouchers; such change will not affect already purchased vouchers.

8. How gift vouchers are used on the website lab.online:  
A gift voucher can be applied by its holder who must register and create a User Account and/or log into an existing User Account on the website lab.online.

#### a) Gift voucher for a specific type of Lab Test and/or Test Package

The voucher holder opens the catalogue with the "**Tests**" tab on the website lab.online to search for a specific Lab Test and/or Test Package specified on the gift voucher, selects a Testing Site, Booked Test Date, and clicks on "**Add to shopping cart**". In the field "**Discount code**" in the online shopping cart, the Customer enters the unique code on the gift voucher, to have the sum of the gift voucher deducted from the Test Price and Service Fee added in the online shopping cart.

A gift voucher for a specific Laboratory Test and/or Test Package may be used only once. The purchased gift voucher fully covers the Laboratory Test and/or Test Package for which it was issued, and the price valid upon the purchase of the gift voucher applies irrespective of the current price of such test on the website lab.online. Any change in the price of the Laboratory Test and/or Test Package since a gift voucher was bought and applied shall not affect already purchased laboratory test gift vouchers. For this reason, the Customer is not entitled to have the price difference refunded and is not obliged to pay any price difference.

If, for any reason on the Provider's side, there is no option to be tested within the validity period of the gift voucher bought for a specific test (for example, it is temporarily not offered on the Provider's website lab.online), the Customer will receive a Discount Voucher issued with the value of the price of the originally purchased Laboratory Test and/or Test Package, which can be applied to products on the website lab.online. In this case, the holder of an obsolete gift voucher for a specific test is obliged to contact the Provider at: info@lab.online by the end of the validity period of such gift voucher rendered invalid for reasons on the Provider's side. The validity of the Discount Voucher is 3 (three) months since issued to the Customer.

#### b) Monetary vouchers and their use (EUR)

A monetary voucher is issued for a sum in EUR; the card holder can use them to pay for ordered test(s) on the website lab.online only, up to the total value of the voucher.

The holder applies monetary vouchers while submitting the order of test(s) on the website lab.online by entering the unique code on the voucher ("**Discount code**" field) to pay in the shopping cart. The Customer clicks "**Apply**" to deduct the sum on the voucher from the value of the ordered products in the online shopping basket (the Price of the Laboratory Test and/or Test Package + Service Fee) while:

- if the value of the ordered products is less than the value of the voucher used to pay, the same code of the gift card can be used again on the website lab.online to apply the rest of its monetary value until the voucher has been fully exhausted;
- if the value of the ordered products is higher than the value of the voucher used to pay, the difference between the Order Price and the value of the voucher shall be paid by the Customer after he/she has been automatically redirected to the BESTERON payment gateway, as specified in these GTC.

**Clause XIV**  
**FINAL PROVISIONS**

1. The GTC are in force and binding since their publication on the Provider's website lab.online, unless specified otherwise hereunder.
2. The Provider reserves the right to unilaterally change these GTC as well as other documents related thereto without the Customer's prior consent. The Customer must follow the GTC and the documents referred to in the previous sentence in force at the time of Order submission to the Provider on the website lab.online.
3. The Customer agrees to the use of remote means of communication to enter into the Contract. Costs incurred by the Customer to use remote means of communication to enter into the Contract (the cost of the Internet connection or phone bills) shall be borne by the Customer.
4. Each Customer has the right to contact the Provider at *info@lab.online* to solve issues with the functionality of the website lab.online, especially if a specific service is unavailable on the website lab.online and/or in the event a payment transaction has not been processed, or if another problem with the BESTERON payment gateway has occurred.
5. Unless otherwise specified in these GTC, any document (Deed) shall be deemed to have been delivered if delivered to the addressee in person or by registered mail or courier to the address the addressee provided before such document is sent to the addressee. The delivery date of a Deed shall also mean (i) the date when the addressee (the Party) refuses to accept its delivery, or (ii) the date on which the period to recover the Deed at the post office corresponding to the addressee's address expires unattended, or (iii) the date on which the Deed is mailed back to the sender demonstrably labelled by a Postal Service "*addressee has changed address*," "*addressee unknown*," or other notation of similar meaning, provided that such remark is true and based on fact. For the purposes of these GTC and the Contract between the Provider and the Customer, an email notification sent to Provider shall also mean the email address *info@lab.online*, or the email notification sent to the Customer's Email Address used for registration and login.
6. If a GTC provision becomes ineffective other applicable provisions shall remain unaffected. A new provision with the meaning and purpose of the concluded and binding contract between the Provider and the Customer shall be agreed in writing to replace the inefficient provision.
7. Legal relations between the Provider and the Customer related to laboratory diagnostic services are governed by the Contract and these GTC. Only if a certain issue is not regulated by the Contract or GTC shall the relevant provisions of the Civil Code, Act 578/2004 Coll., Act 576/2004 Coll., regulations on personal data protection, and provisions of other generally binding legal regulations in force in the Slovak Republic, apply.
8. Any disputes between the Customer and the Provider arising in connection with the performance of obligations under the Contract and these GTC must be resolved without undue delay by joint negotiation and agreement. In the event the Parties fail to agree, the competent authority to hear and resolve the dispute shall be a competent court of the Slovak Republic, which shall proceed according to the legislation of the Slovak Republic.

The GTC version valid and effective as of 1 December 2021 repeals all previous versions thereof.