

General Terms and Conditions of the Loyalty Programme Live&CARE

valid from 11 July, 2023

I. Introductory Provisions

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") of the loyalty programme called Live&CARE (hereinafter referred to as "Live&CARE Club" or also referred to as "Live&CARE") regulate the mutual relations between natural persons and Unilabs Slovensko, s. r. o, Záborského 2, 036 01 Martin, ID No.: 31 647 758, registered in the Commercial Register of the District Court of Žilina, Section: Sro, Insert No. 63112/L (hereinafter also referred to as "Unilabs Slovensko, s.r.o. "), which is the operator of the Live&CARE loyalty programme.
- 1.2. The Live&CARE loyalty programme is a programme aimed at providing discounts and benefits to customers of Unilabs Slovensko, s. r. o. who are making purchases on the web interface <https://sk.unilabs.online/en/> (hereinafter also referred to as "sk.unilabs.online "). Any natural person who has established a user account on sk.unilabs.online in accordance with the Terms and Conditions published here: <https://sk.unilabs.online/media/2023/07/4/3/General-terms-and-conditions-1.7.2023.pdf> and who becomes a member of the Live&CARE Club on the basis of his/her own decision in accordance with these Terms and Conditions (hereinafter referred to as "Member ") is entitled to take advantage of the benefits and discounts of the Live&CARE programme.
- 1.3. Membership in the Live&CARE Club provides the following benefits:
 - a. earning Loyalty Points for each purchase on sk.unilabs.online, which can then be redeemed as a discount on the next purchase on sk.unilabs.online according to the terms and conditions set out in these GTC, and at the same time,
 - b. the opportunity for a member of the Live&CARE Club, under the terms and conditions set out in these GTC, to obtain a special status by being included in one of the three categories of the Live&CARE Club, which is associated with the provision of an automatic discount on products for each purchase on sk.unilabs.online in the amount set for the specific category in accordance with these GTC.
- 1.4. Unilabs Slovensko, s. r. o. is entitled to change the discount and benefit conditions for Live&CARE Club members as well as their scope. By making the amended General Terms and Conditions available on the sk.unilabs.online web interface, they become binding from the effective date, which will always be indicated in the amended General Terms and Conditions. The Member's right to cancellation and termination of his/her membership in the Live&CARE Club shall always remain unaffected.

II. Acquisition and termination of membership in the Live&CARE Club

ACQUISITION OF MEMBERSHIP

- 2.1. Membership in the Live&CARE Club is voluntary and free of charge.
- 2.2. The following shall be a condition for acquiring and validly maintaining membership in the Live&CARE Club:
 - a. registration (creation and validation of a personal user account) of the user on sk.unilabs.online according to the GTC published here: <https://sk.unilabs.online/media/2023/07/4/3/General-terms-and-conditions-1.7.2023.pdf>;
 - b. user's acquaintance with and consent to these GTC;
 - c. acquaintance with the Principles of processing and protection of personal data of Unilabs Slovensko, s. r. o. published here: <https://sk.unilabs.online/media/2023/07/4/3/SI-1-DATA-PROTECTION-POLICY-20230711-.pdf> and granting consent by the user to Unilabs Slovensko, s. r. o. to process his/her personal data for the purpose of providing services related to the Live&CARE loyalty programme in the following scope: first name, last name, login email, number of points, and ranking in the relevant category.
- 2.3. A new (not yet registered) user can apply for membership in the Live&CARE Club directly when registering and

- setting up his/her user account on sk.unilabs.online.
- 2.4. Already registered users who have a user account on sk.unilabs.online but are not members of the Live&CARE Club can apply for membership during the entire period of operation of the Live&CARE loyalty programme through their personal user account in the "Account Settings" section under "Live&CARE Club".
 - 2.5. The user becomes a member of the Live&CARE Club by confirming his/her interest in membership. By confirming the user's interest in membership in the Live&CARE Club, the user simultaneously confirms that he/she has duly read and agrees to these GTC and, at the same time, agrees to the processing of his/her personal data for the purpose of providing services under the Live&CARE loyalty programme to Unilabs Slovensko, s. r. o. as the operator.
 - 2.6. Upon acquiring the membership, the user as a member of the Live&CARE Club may, under the terms and conditions set out in these GTC, benefit from the discounts and benefits provided by Unilabs Slovensko, s. r. o. within the scope of this loyalty programme.

EXPIRATION OF MEMBERSHIP

- 2.7. Membership in the Live&CARE Club shall expire:
 - a. upon cancellation of membership pursuant to Section 2.9 of these GTC;
 - b. by withdrawal of the Member's consent to the processing of personal data for the purposes of providing Live&CARE services as a condition of membership in the Live&CARE Club;
 - c. when the Member ceases to meet the conditions of registration set out in Section 2.2. a) of these GTC;
 - d. by a decision to terminate membership pursuant to Section 2.14 of these GTC.
- 2.8. Upon expiry of the membership, the User shall forfeit all the acquired advantages and benefits associated with the membership in the Live&CARE Club, unless otherwise stipulated in the GTC. The Member shall be entitled to the following from the moment of cancellation (expiry) of his/her membership pursuant to Section 2.7 of these GTC:
 - no Loyalty Points shall be credited to his/her account and he/she shall also lose any entitlement to benefits and discounts under the Live&CARE Programme;
 - the accumulated Loyalty Points that have not been used up to the moment of cancellation (expiry) of the Live&CARE Club membership are cancelled and deleted, and the Member shall not be entitled to any refund or any compensation or financial settlement for these unused Loyalty Points;
 - the Member shall forfeit his/her status as a member of the relevant category as set out in Section 4.1 of these GTC and the associated benefits and privileges.
- 2.9. Every Live&CARE Club Member may cancel his/her membership at any time, at his/her own discretion and without providing any reason. Cancellation of membership is free of charge. Cancellation of membership in the Live&CARE Club can be carried out by the Member via his/her personal user account set up on sk.unilabs.online in the "Account Settings" section, subsection "Live&CARE Club", by clicking on "Cancel Membership". Membership is terminated when the member's cancellation request made via the "Cancel Membership" button is confirmed.
- 2.10. A Member who intends to cancel his/her membership in the Live&CARE Club pursuant to Section 2.9 of these GTC (hereinafter also referred to as the "withdrawing Member") may (need not), prior to the actual cancellation of his/her membership, apply to Unilabs Slovensko, s. r. o. at the following e-mail address: info.sk@unilabs.online for the transfer of his/her unused Loyalty Points to another existing account of another member of the Live&CARE Club (hereinafter also referred to as the "other Member"). There is no legal entitlement to transfer Loyalty Points from the withdrawing Member's account to the account of another Member upon cancellation of membership. There is no legal entitlement to transfer Loyalty Points from the withdrawing Member's account to another Member's account upon cancellation of membership. The transfer of Loyalty Points upon cancellation of membership based on the request of the withdrawing member shall always be decided exclusively by Unilabs Slovensko, s. r. o., which may, but is not obliged to, grant the withdrawing member's request for the transfer of unused Loyalty Points.
- 2.11. To avoid any doubt, it is stated that the exchange or any transfer of Loyalty Points between members for the duration of membership in the Live&CARE Club is not allowed.
- 2.12. To avoid any doubt, it is stated that no refund or any form of compensation or financial settlement shall be due to the Member for the transfer of unused Loyalty Points upon cancellation of membership pursuant to Section 2.10, nor for the cancellation and deletion of unused Loyalty Points upon cancellation or termination of membership pursuant to these GTC.

- 2.13. The registered user can renew the cancelled membership in the Live&CARE Club at any time through his/her personal user account in the "Account Settings" section, subsection "Live&CARE Club" - "Renew Membership". In the case of a renewed membership, cancelled and/or transferred Loyalty Points will not be restored or transferred back to the renewed member's account under these GTC. Upon renewal of the Live&CARE Club membership, the Member starts collecting Loyalty Points from scratch (with a Loyalty Points balance of 0). Similarly, the Value of Purchases is calculated from the beginning (initial balance: 0,-€), based on which the Member is placed in the relevant category according to Section 4.1. of these GTC.
- 2.14. Unilabs Slovensko, s. r. o. is entitled to unilaterally terminate the membership in the Live&CARE Club and, if applicable, to block the possibility of renewing the membership in the Live&CARE Club again in case the Member violates these GTC.

III. Rules for participating in the Live&CARE Club

- 3.1. The Live&CARE Club Member automatically receives Loyalty Points from each purchase made on sk.unilabs.online, whereby for each euro of purchase (value of the entire shopping cart including handling fee) on sk.unilabs.online exceeding the amount of EUR 10 (including EUR 10), Loyalty Points are added to the Member's personal account (hereinafter referred to as the "Member's Account") according to the conversion rate of every EUR 10 of the value of purchase on sk.unilabs.online. online = 1 loyalty point, whereby the mathematical rule of rounding up from EUR 5 upwards (including EUR 5) will be applied to the addition of Loyalty Points at the same time, at which point an additional loyalty point will be credited to the member's account as follows:
- purchase on sk.unilabs.online for EUR 10 = 1 Loyalty Point
 - purchase on sk.unilabs.online for EUR 12 = 1 Loyalty Point
 - purchase on sk.unilabs.online for EUR 15 = 2 Loyalty Points
 - purchase on sk.unilabs.online for EUR 17 = 2 Loyalty Points
 - purchase on sk.unilabs.online for EUR 22 = 2 Loyalty Points
 - purchase on sk.unilabs.online for EUR 112 = 11 Loyalty Points
 - purchase on sk.unilabs.online for EUR 143 = 14 Loyalty Points
 - purchase on sk.unilabs.online for EUR 156 = 16 Loyalty Points
- 3.2. The condition for earning and crediting Loyalty Points to the Member's account is the payment of the order price and order fulfilment, thus making the respective subscription or subscriptions, whereupon the order receives the "Subscription fulfilled" status in the Member's personal user account.
- 3.3. All information about the Member's account status is available in the Member's personal user account under "Personal Details" - "Club Live&CARE" - "Points Overview".
- 3.4. Each member of the Live&CARE Club will receive a gift of 10 Loyalty Points (hereinafter also referred to as "Birthday Points") from Unilabs Slovensko, s. r. o. on his/her birthday. Birthday Points will be credited to the member's account one week before member's birthday. The Member will be able to use the Birthday Points as a discount on purchases at sk.unilabs.online no later than 30 days from the date the Birthday Points are credited to the Member's account. The provision of Section 3.2. of these GTC shall not apply here. Birthday points are not transferable and cannot be transferred to another Club member upon cancellation of membership in accordance with Section 2.10. of these GTC.
- 3.5. Loyalty Points credited to the Member's account may be used and redeemed by the Member within their validity period as a discount on further purchases at sk.unilabs.online in accordance with the rules set out below.
- 3.6. One loyalty point credited to the Member's account represents a discount on a purchase at sk.unilabs.online in the amount of EUR 1.
- 3.7. Loyalty Points cannot be redeemed for cash. Also, the discount from Loyalty Points cannot be used and redeemed when purchasing a gift voucher for payment in accordance with these GTC.
- 3.8. Loyalty Points credited to the Member's account are valid and can therefore be used no later than 5 years from the date of crediting to the Member's account, except for Birthday Points credited to the Member's account pursuant to Section 3.4 of these GTC, which are valid for 30 days from the date of crediting to the Member's account. After the specified period has expired, any unused Loyalty Points that have lapsed will be automatically removed from the Member's Live&CARE Club account. If Loyalty Points are not redeemed within the validity period, no refund or compensation of any kind or financial settlement will be due to the Member.

- 3.9. In order to redeem the Loyalty Points discount during a purchase on sk.unilabs.online, you must log in to your personal user account and, as part of the shopping process, “Redeem” the Loyalty Points discount in the shopping cart, which will be displayed by converting the relevant Loyalty Points in EUR. The applied discount from the accumulated Loyalty Points will then be deducted from the total value of the shopping cart. Once the discount has been applied, the number of accumulated points corresponding to the applied discount in EUR will be reduced in the Member’s account according to the calculation set out in Section 3.6 of these GTC.
- 3.10. The Member may use the discount from the Loyalty Points up to the maximum amount of the accumulated Loyalty Points and for all products on sk.unilabs.online except for the gift voucher for payment according to these GTC.
- 3.11. The Loyalty Points discount can be applied to the entire shopping cart, and the discount can reduce the price of the shopping cart by up to 100%.
- 3.12. The Loyalty Points discount can be combined and redeemed with other discounts offered at sk.unilabs.online, including partner discounts that a Club member can redeem on individual products offered at sk.unilabs.online, within a single purchase at sk.unilabs.online, whereby the Member is first deducted the applied or eligible discount on individual products, with the proviso that in the case of a combination (competition) of several discounts on one product, the higher (more favourable) discount for the Member is always applied, and then from the remaining value of the shopping cart (after deduction of the applied or eligible discount on individual products) is deducted the discount from the Loyalty Points according to the rules set out in these GTCs.

IV. Categorisation of the Live&CARE Club Members

- 4.1. According to the total value of the sum of all purchases paid and made by the Live&CARE Club member at the sk.unilabs.online calculated from the beginning of the Live&CARE Club membership and/or from the renewal of the Live&CARE Club membership (hereinafter referred to as the “Purchase Value”), the Member will be automatically assigned to the relevant Live&CARE Club category (hereinafter referred to as the “Category”) at the following three levels, which will guarantee the Member an automatic percentage discount on the price of the products on sk.unilabs.online at the relevant rate during the entire period of operation of the Live&CARE Loyalty Program:

CATEGORY	VALUE OF PURCHASES	DISCOUNT RATE
Silver	from EUR 500.00 up to EUR 999.99	5%
Gold	from EUR 1000.00 up to and including EUR 1999.99	10%
Platinum	from EUR 2000.00 and above	15%

- 4.2. Only purchases from Orders that have been duly paid for and simultaneously fulfilled, and thus only with an Order status of “Purchase Fulfilled”, shall be included in the total Purchase Value as per Section 4.1 of these GTC for the Club Member. A Live&CARE Club Member is automatically included in one of the categories specified in Section 4.1. of these GTC upon reaching the required threshold of the Purchase Value corresponding to the respective category according to the rules set out in these GTC.
- 4.3. A Live&CARE Club Member who is assigned to a particular category will automatically (without the need for the Member to apply) be given a discount on Products at the relevant amount for each purchase made on sk.unilabs.online, as set out in Section 4.1 of these GTC.
- 4.4. The discount under Section 4.1 of these GTC shall be granted to the Member from the moment the Member is categorised and shall be granted exclusively on individual products in the Member’s shopping cart (not on the entire shopping cart). The discount under Section 4.1. of these GTC is not granted to the Member for the purchase of a gift voucher for payment under these GTC.
- 4.5. A Club Member shall not be included in any of the above categories under Section 4.1 of these GTC if his/her Purchase Value has not reached the specified threshold under Section 4.1 of these GTC.
- 4.6. The discount under Section 4.1. of these GTC, which is granted to the Club Member on the basis of the Club Member’s placement in a specific category, may be combined by the Club Member with other discounts granted on sk.unilabs.online within one purchase on sk.unilabs.online, including the Loyalty Points discount and also partner discounts that the Club Member may apply to individual products offered on sk.unilabs.online,

provided that in the event of a combination (competition) of a discount under Section 4.1. of these GTC and another discount applied to a product, only the higher (more favourable) discount for the Member will always be deducted for the product in question. The provisions of Section 3.12 of these GTC remain unaffected in this case.

V. Common, transitional and final provisions

- 5.1. By entering the Live&CARE loyalty programme, the Club Member shall be entitled to use the individual discounts, promotions and benefits forming part of the programme at his/her own discretion, unless otherwise stated in these General Terms and Conditions, but shall not be bound to do so to any extent whatsoever. Membership in the Live&CARE Club does not commit the Member to any purchases on sk.unilabs.online.
- 5.2. A Live&CARE Club Member is not entitled to request the payment of cash or the provision of monetary or non-monetary benefits other than the discounts set out in these GTC.
- 5.3. There is no legal entitlement to any discount under these GTC. All discounts are granted exclusively based on the decision of Unilabs Slovensko, s. r. o.
- 5.4. Unilabs Slovensko, s. r. o. reserves the right to make changes to the rules of participating in the Live&CARE Club. Members of the Club will be informed about changes in the rules on sk.unilabs.online or via their user email.
- 5.5. Unilabs Slovensko, s. r. o. reserves the right to suspend or close (terminate) the Live&CARE Club at any time during its operation, provided that the rights acquired by Club members will be retained for a period of six (6) months after the suspension or closure of the Club. Unused Loyalty Points will be voided and deleted from the Club member's account upon the expiration of this period without any refund or compensation.
- 5.6. The Live&CARE Club Member shall have the right to make a claim in connection with the implementation of the provisions of these GTC, in particular to the extent of the discount granted under Section 4.1 of these GTC or the discount applied from the Loyalty Points. The complaint must be submitted no later than 5 working days after the occurrence of the circumstances that warrant its submission to the following email address: info.sk@unilabs.online.
- 5.7. Special promotions may also be organised for Club members. Details of special promotions will be announced on sk.unilabs.online or via the Club member's user email.
- 5.8. In the event that a Club Member's discount has been deducted or applied in contravention of these GTC, Unilabs Slovensko, s.r.o. shall be entitled to cancel the discount in whole or in part, of which the Club Member will be informed.
- 5.9. In order to provide services under the Live&CARE Loyalty Programme in accordance with these GTC, it is necessary to process the personal data of Club Members. By obtaining membership in the Live&CARE Club, the Member confirms that he/she agrees to the use of his/her personal data and its processing by the provider for the purpose of providing services under the Live&CARE Loyalty Programme.
- 5.10. Unilabs Slovensko, s. r. o. as the provider processes the personal data of members in accordance with the Personal Data Processing Policy published on sk.unilabs.online here: <https://sk.unilabs.online/media/2023/07/4/3/SI-1-DATA-PROTECTION-POLICY-20230711-.pdf>.
- 5.11. By applying for membership in the Live&CARE Club, the Club Member agrees to the processing of all his/her provided personal data by Unilabs Slovensko, s. r. o. and acknowledges the processing of all his/her provided personal data for the purpose of the proper provision of services under the Live&CARE Loyalty Programme in accordance with these GTC.
- 5.12. These GTC shall enter into force on July 11th, 2023