

## TERMS AND CONDITIONS OF THE MYSYNEVO PORTAL

The MySynevo portal at <https://my.synevo.pl> is operated by Synevo sp. z o.o. with its registered office in Warsaw.

### 1. GLOSSARY

- **Activation of Rights** – the Patient's acquisition of the right to use Services purchased in the Online Store.
- **Contract Expiry Date** – the date indicated on the order confirmation, specifying the last day on which the service may be used (subject to the reservation that the designated Collection Point may be closed on that day).
- **Service Expiry Date** – in the case of selecting the "Gift Purchase" option, the date indicated on the individual code, specifying the last day on which the service may be used (subject to the reservation that the designated Collection Point may be closed on that day).
- **Synevo Hotline** – the Customer Service Office operating by phone, available at +48 22 120 24 00, through which, among other things, support may be obtained in the purchasing process, including information about Services available in the Online Store.
- **Product Card** – the description of a Service located in the Online Store.
- **Customer** – a natural person having full legal capacity who uses the Online Store, in particular making purchases for themselves or for others. A Customer is also a natural person conducting sole-proprietor business activity, provided the purchase is not directly related to their business or professional activity.
- **Account** – an account in the Online Store created by the Customer themselves, or by Synevo Personnel at a Point, or by the staff of an entity cooperating with Synevo.
- **Cart** – a functionality of the Online Store allowing the display of Services selected by the Customer for purchase, as well as the entry and modification of Order data such as: number of Services, invoice data, payment methods, place of Service performance, delivery address, and Customer data.
- **MySynevo** – a website enabling the use of services offered by Synevo via the Internet.
- **Patient** – the Customer or a person designated by the Customer who is entitled to use the Services purchased by the Customer in the Online Store.
- **Service Package** – a set of Services (more than one Service), excluding the Nursing Service, available to the Patient for a specified price in the Online Store, constituting a whole and usable at a specified location within the validity period defined in these Terms and Conditions.
- **Payment Processor** – an entity external to Synevo that intermediates in the processing of payments.
- **Purchase Confirmation** – an e-mail message sent by the Online Store to the e-mail address provided by the Customer (while filling in the electronic form in the Online Store) confirming that the ordered Service/Service Package may be performed. The condition for purchase confirmation is payment.

- **Collection Point** – a stationary facility where the Patient registers for the test, confirms their identity in the manner specified in the regulations of the medical entity, and may perform other actions specified in these Terms and Conditions.
- **Terms and Conditions** – these terms and conditions.
- **Online Store** – the online store operated by Synevo, available at the Internet domain <https://my.synevo.pl/store>.
- **Synevo** – Synevo sp. z o.o. with its registered office in Warsaw, address: Zamieniecka 80/401, 04-158 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 14th Commercial Division of the National Court Register under KRS number: 0000235526, Tax ID (NIP): 5272471288.
- **Service** – a service sold by the Online Store, described in detail in the Product Card (excluding the Nursing Service), with a validity period specified in these Terms and Conditions.
- **Nursing Service** – the service of collecting biological material at a facility (Collection Point), the fee for which is automatically added to the Order. Information on the charge for the Nursing Service is included in the Product Card. The fee is shown in the Order summary as a separate item and depends on the number of Patients for whom the Service/Service Package is being purchased (one fee per Patient for whom a Service or Service Package requiring material collection at a Collection Point is purchased).
- **Gift Purchase** – the option to purchase a Service for a bearer.
- **Order** – the Customer's declaration of intent to acquire a Service in the Online Store, expressed by placing the Service/Service Package in the Cart and proceeding to the next step – "order and pay".

## 2. GENERAL PROVISIONS

- The Terms and Conditions set out:
  - rules for using the Online Store;
  - conditions for placing Orders for Services offered by Synevo available in the Online Store;
  - rules for payment by the Customer of the price for Services purchased in the Online Store;
  - the Customer's right to withdraw from the contract;
  - rules for submitting and handling complaints;
  - conditions for creating an Account and the related Customer rights;
  - rules for collecting test results using a one-time code.
- To use MySynevo, including browsing the Online Store assortment, an end device with Internet access and a web browser is required — in particular Microsoft Edge, Google Chrome, Mozilla Firefox, Opera, or Safari, in the current version. To use certain functionalities of the Online Store, including placing Orders, an active e-mail account or an active mobile phone number in a GSM network is also required.

- When using MySynevo, it is prohibited for Customers to supply content that is unlawful or contrary to good morals. The Customer is also obliged to refrain from any activity that could adversely affect the proper functioning of MySynevo, in particular any interference with the content of the site or its technical elements. It is also prohibited to use MySynevo for purposes contrary to its purpose, including sending spam or conducting any commercial, advertising, or promotional activity.
- The Online Store sells only to natural persons who are consumers within the meaning of the universally applicable law, including persons conducting sole-proprietor business activity, provided the purchase of Services is not directly related to their business or professional activity. Entities other than consumers may purchase Services through other sales channels operated by Synevo.
- Browsing the Online Store assortment requires registration.
- In order to place an order for Services in the Online Store assortment, it is necessary to create an Account, on the terms set out in point 10 of the Terms and Conditions.
- Transactions for the purchase of Services are settled in accordance with the information provided in the Online Store, via the payment systems indicated in point 5.2.

### **3. INFORMATION ABOUT SERVICES**

- Information about Services available in the Online Store assortment constitutes an invitation to conclude a contract within the meaning of Article 71 of the Civil Code.
- A detailed description and the terms of use of the Service provided are included in the associated Product Card.
- Prices of products shown on the Online Store's web pages are given in Polish zloty (PLN). The total cost of the order (i.e. the prices of all items included in the same Order) is indicated in the Cart before the Customer places the Order. Prices are given as gross amounts.
- Synevo reserves the right to make ongoing changes to prices and the range of Services, as well as to Product Cards. In the event of changes to the above after the Customer has placed an Order, the provisions in force at the time of placing the Order shall apply.

### **4. CONDITIONS FOR PLACING AND EXECUTING ORDERS**

- The Customer may place Orders for Services available in the Online Store assortment via the Account 7 (seven) days a week and 24 (twenty-four) hours a day, subject to trading prohibitions or restrictions resulting from mandatory provisions of law and technical breaks.
- Synevo is not liable for the quality of the Internet connection at the time of creating an Account or concluding a transaction in the Online Store, or for software errors and other defects of the Customer's end device.
- To place an Order, the Customer must log in to the Customer Account, select the Service that is the subject of the Order, and then follow the subsequent steps for concluding the transaction.
- Orders and Services are performed exclusively within the territory of Poland.

- An Order is deemed to have been correctly placed if the Customer has correctly configured the Service (according to the guidelines available in each case in the Product Card) and has paid the full amount.
- The Order is automatically cancelled by Synevo if payment for the Service is not made within 14 days of completing and submitting the form (proceeding to the "order and pay" stage).
- Synevo may refrain from performing the Service or Service Package where this is impossible or involves the risk of Synevo incurring damage, as a result of:
  - the Customer providing incorrect or false data when creating an Account or placing an Order;
  - inability to contact the Customer at the telephone number or e-mail address provided in the Order;
  - reasonable suspicion of a crime, offence, or other violation of law in connection with the placed Order.
- The contract shall be performed upon clarification of doubts or removal of irregularities. Synevo may also cancel the Order if the irregularity is not remediable or is not promptly remedied. If Synevo terminates the contract or the contract is invalid under the Civil Code, the Customer will receive a refund of the price paid. The refund of the price is equivalent to Synevo's declaration of termination of the contract or declaration of withdrawal from the effects of sending the Purchase Confirmation.
- Use of a Service Package is only possible during a single visit to a Collection Point (use of a Service Package cannot be split over time).
- In the case of purchasing a Service Package, Synevo is not liable for cases where:
  - the Patient's health condition does not allow the collection, on the day of the visit to the Collection Point, of the biological material necessary to perform a test forming part of the Service Package;
  - the Patient was required to deliver independently collected biological material to the Collection Point and did not do so, while at the same time registering at the Collection Point for another test that is part of the Service Package.

## **5. PAYMENTS, CONCLUSION OF CONTRACT, AND ORDER EXECUTION**

- The full amount due for the Order is visible in the summary of each Order. The price shown is the total cost of the Service/Service Package acquired by the Customer.
- Payments for the Order may be made via the payment systems indicated according to the payment method chosen in the Online Store.
- The payment method may be chosen each time before placing the Order.
- The date of conclusion of the contract is the date on which the Customer receives the Purchase Confirmation.
- Activation of Rights takes place after the Service has been purchased and the payment has been completed; the start or performance deadline is specified in the Product Card.

- The method of delivery of the Service is described each time in the Product Card available in the Online Store.
- The scope of the Service is available in the Product Card.
- To receive an invoice, the Customer ticks the appropriate field during the purchase process and follows the instructions. Issuing an invoice with a Tax ID (NIP) is not possible after the Order has been placed.

## **6. WITHDRAWAL FROM THE CONTRACT**

- The Customer may withdraw from the contract without giving any reason within 14 days from the date of its conclusion, by sending an e-mail to reklamacje@synevo.pl or by using the form available on the Online Store's website.
- In the case of a Service whose performance consists, among other things, in delivering a collection kit to the Customer (a box with foil-sealed contents), withdrawal from the contract is not possible after the package has been opened — understood as damaging the original foil securing the collection kit.
- In the case of the purchase of a Service, withdrawal from the contract is possible without giving any reason within 14 days from the date of conclusion of the contract, subject to the provisions of the Terms and Conditions regarding the Gift Purchase option.
- Withdrawal from the contract is not possible once the use of the Service or Service Package has commenced (commencement of use of at least one Service forming part of the Service Package).
- In the case of selecting the Gift Purchase option, the Customer may withdraw from the contract without giving any reason within 14 days from the date of its conclusion, but no later than at the moment the bearer collects the physical Gift Set.
- In the case of selecting the Gift Purchase option, after the bearer has collected the Gift Purchase at the Collection Point, the person holding the physical Gift Set is entitled to withdraw from the contract without giving any reason, provided the withdrawal declaration is made within 14 days of the Customer's purchase of the Service.
- Synevo guarantees the return of the amount paid within 14 calendar days to the bank account from which the payment was initiated, at no additional cost to the Customer.

## **7. SALES MODELS**

- The Customer may make a purchase:
  - For themselves.
  - For another natural person, whose personal data are provided at the ordering stage.
  - For the bearer – Gift Purchase – the option to define the scope of the Service at the time of purchase and for use by any person who is the bearer of the proof of purchase.
- In the case of purchasing a Service for a third party, the Gift Purchase option is available in the following forms:

- electronic – a one-time bearer code that enables the person holding the code to collect One-Time Services at any Collection Point;
  - physical – collection at any Collection Point of a printed one-time bearer code in gift packaging for later use;
  - physical – the option to order an additional service – delivery to the specified address of a printed one-time bearer code in gift packaging for later use.
- In the case of a Gift Purchase in electronic form and in physical form for collection at a Collection Point, the Customer does not provide personal or contact data of the person authorised to use the Service and does not indicate the Collection Point at which the service is to be performed. Synevo collects only the Customer's data.
- In the case of a Gift Purchase in physical form with the additional delivery service to the indicated address, the Customer provides the shipping data before making payment:
  - name and surname of the recipient;
  - shipping address – street, building/apartment number, city, postal code.
- The number of physical Gift Packages available at a given Collection Point is limited.
- If the pool of physical Gift Packages is exhausted, Synevo reserves the right to change the physical form to electronic.
- In the case of a Gift Purchase in electronic form, the Customer receives, at the e-mail address indicated during the purchase process, a message enabling the download of a PDF file with the code for redeeming the One-Time Services. The PDF file contains:
  - the unique one-time code;
  - information about the scope of the One-Time Service;
  - information about the Service Expiry Date.
- In the case of a Gift Purchase in physical form — collection at a Collection Point — the Customer receives, at the e-mail address indicated during the purchase process, a message containing the online order number. The order number entitles the holder to collect, at any Collection Point, a printed one-time bearer code in gift packaging for later use. The Customer may collect it by the Contract Expiry Date. The Gift Purchase in physical form contains:
  - the unique one-time code in gift packaging;
  - information about the scope of the One-Time Service;
  - information about the Service Expiry Date.
- The Customer may transfer the Gift Purchase (both in electronic and physical form) to any natural person. The holder is entitled to collect the Services at any Collection Point until the Service Expiry Date.
- In the case of a Gift Purchase, from the moment the electronic message with the online order number is delivered to the Customer, Synevo is not liable for its loss, interception by an unauthorised person, or unauthorised use.

- The unique one-time bearer code defining the scope of the Gift Purchase service can be redeemed only once. The holder of the code is entitled to redeem it.
- After the order has been paid for, the scope of the Service cannot be modified.
- The online order number is not exchangeable for another Service or for a cash payment.

## **8. VALIDITY PERIOD, RETURNS**

- When making a purchase, the Patient undertakes to use the Service within 3 months from the date of conclusion of the contract determined in accordance with point 5 of the Terms and Conditions, with a month being understood as the period defined in Article 114 of the Civil Code (30 days). After this period, the Patient loses the right to use the Service.
- Returns of a Service/Service Package are not permitted.

## **9. PERSONAL DATA**

- Personal data provided by Customers in MySynevo, including in the Online Store, are processed by Synevo (data controller).
- The provision of personal data by the Customer is voluntary, but necessary to purchase Services, use Services, and review the issued test results. Synevo processes personal data for the purpose of concluding and performing contracts with the Customer for the sale of Services purchased in the Online Store, including providing online access to the results of the tests performed. The full text of the information clause is available on the website [synevo.pl](https://www.synevo.pl) in the Privacy Policy tab.
- By providing their data or the Patient's data, the Customer declares that such data are correct.
- If the Customer makes a purchase for a third party — including in the Order the Patient's data (such as name and surname, PESEL number, address, telephone number, or e-mail address) — this may only be done provided that the applicable law and the personal rights of such persons are not infringed.

## **10. COMPLAINTS**

- The Customer is entitled to submit complaints.
- Requests containing questions, suggestions, or information about problems concerning the operation of MySynevo, including the Online Store, may be submitted in one of the following ways:
  - by e-mail to: [reklamacje@synevo.pl](mailto:reklamacje@synevo.pl);
  - by telephone at +48 22 120 24 00 during Synevo Hotline operating hours;
  - by completing the online form available on the Online Store website.
- Complaints concerning transaction handling are considered within 14 calendar days. Complaints concerning purchased Services are considered in accordance with the Complaints Regulations available on the Synevo website (<https://www.synevo.pl/regulamin-reklamacji/>), in accordance with the rules set out therein.

- The court having jurisdiction to hear disputes arising from the sales contract is the court with general jurisdiction for consumers.
- Synevo declares that, in accordance with the agreements concluded with telecommunications operators, those operators should not charge the Customer fees for a telephone call other than those for ordinary telephone calls.

## **11. CREATING A CUSTOMER ACCOUNT, SCOPE OF RIGHTS**

- In order to place an order in the Online Store (purchase a Service or Service Package), the Customer creates an Account in the Online Store.
- The Customer is obliged to provide, in accordance with the facts, the personal and contact data required to create the Account.
- There are two types of Account:
  - Basic Account — enabling orders to be placed in the Online Store;
  - Verified Account — enabling orders to be placed in the Online Store and reviewing the results of tests purchased at Synevo (including those purchased in person and historical results).
- The condition for creating an Account, regardless of its type, is the provision of all required data (completing all fields of the form marked as mandatory).
- The unique identifier for the Account is the e-mail address — only one Account can be assigned to a single e-mail address.
- Creation of a Basic Account consists in the Customer independently providing the data required to create it. The Account is active [to the extent described in 10.3 a) of the Terms and Conditions] from the moment it is created.
- Creation of a Verified Account takes place in one of the following ways:
  - The Customer creates a Basic Account, then during registration for a test at a Synevo Collection Point the personnel verifies the Patient's identity and the correctness of the personal data provided (verification of the Account requires presenting a photo ID, in accordance with the Regulations of the Medical Entity). The Customer receives an activation link at the e-mail address provided;
  - The Customer requests the creation of a Verified Account during a visit to a Collection Point (verification of the Account requires presenting a photo ID, in accordance with the Regulations of the Medical Entity). The Customer receives an activation link at the e-mail address provided;
  - The Customer logs in, using the one-time code received at the Collection Point, to the website <https://my.synevo.pl/> used for issuing test results. Then, using the functionality of that site, the Customer completes the contact data and creates a Verified Account.
- In the case of an Account created for a minor Patient, upon the Patient reaching 18 years of age:

- a message will be sent requesting a change of the Account access password (the message is sent to the e-mail address provided when creating the Account); until the password is changed, the account remains blocked;
- the Verified Account will be automatically converted into a Basic Account — upon reaching the age of 18, in order to obtain access to test results, the Patient confirms their identity in accordance with the rules set out in point 10.7. After conversion to a Verified Account, the Patient obtains access to all test results.
- In the case of an Account created for a minor Patient who reaches the age of majority before turning 18, the Patient may request Synevo to block the Account (in accordance with point 10.10 of the Terms and Conditions) and then activate a Verified Account (in the manner set out in point 10.7 of the Terms and Conditions).
- In the case of an Account created for a Patient who is partially or fully incapacitated, after the cessation of the state of incapacitation, the procedure in point 10.9 of the Terms and Conditions shall apply accordingly.
- Deleting or blocking an Account is possible only through Synevo. The Customer may submit a request to delete or block the Account in the following forms:
  - a message sent to kontakt@synevo.pl;
  - telephone contact with the Customer Service Office at +48 22 120 24 00.
- The procedure described in point 10.11 shall apply accordingly to a request to unblock an Account.
- A Verified Account allows the review of test results performed solely for the person for whom it was created. If an Order is placed for a third party:
  - if the third party has a Verified Account — they will receive information about a new result, and the result will be placed in their individual Verified Account;
  - if the third party does not have a Verified Account: they may create one in accordance with point 10.7 of the Terms and Conditions, or they may gain access to the MySynevo Service in accordance with the procedure described in point 12 of the Terms and Conditions;
  - For each Account, the functionality of sending a notification of the availability of a new result to the provided e-mail address is activated by default. This functionality may be disabled by the Customer from within the Account.

## **12. COLLECTION OF TEST RESULTS USING A CODE**

- The Patient may access test results without creating an Account:
  - by using the mode of accessing test results via a code sent in a text message (SMS) or a code from a receipt;
  - after purchasing tests, the Patient receives at the Collection Point a document bearing the access code.

- The Patient provides a telephone number at the Collection Point and consents to receiving the access code by SMS. After the test is registered in the MySynevo system, an SMS with the access code is sent to the provided number.
- The code is valid for 60 days. The code enables access to test results ordered in the separate purchase process for which the document was issued. Access to test results is possible on the my.synevo.pl website. To log in, it is necessary to provide the PESEL number or the series and number of a passport (depending on which data was used to register the Patient at the Collection Point).

### **13. FINAL PROVISIONS**

- Services purchased in the Online Store may not be resold, assigned, or lent to a third party without Synevo's consent.
- Purchased Services may not be exchanged for other Services.
- Purchased Services do not replace Services provided under a legal relationship other than a contract concluded via the Online Store.
- Amendments to the Terms and Conditions take effect by making the amended text of the terms and conditions available at <https://www.synevo.pl/regulamin-portal-mysynevo-eng/>. An amendment to the Terms and Conditions does not affect the performance of contracts concluded before the amendment.
- These Terms and Conditions enter into force on 2 December 2024 and supersede the Terms and Conditions of 31 January 2024.