

## HEALTH LABS CARE GIFT CARD TERMS AND CONDITIONS

### 1.1. Introductory provisions

1. These Terms and Conditions set out the general provisions applicable to the issuing and use of HEALTH LABS CARE Gift Cards.

2. Capitalized terms used in these Terms and Conditions have the following meanings:

a) **Terms and Conditions** or **T&Cs** — the present HEALTH LABS CARE Gift Cards Terms and Conditions;

b) **Issuer** — Health Labs Care Spółka Akcyjna [formerly: Health Labs Care spółka z ograniczoną odpowiedzialnością spółka komandytowa] with its registered office at ul. Franciszka Klimczaka 1, 02-797 Warsaw, Poland; Tax Identification Number (NIP): 9662131622; National Business Registry No. (REGON): 383828819; entered into the Entrepreneurs' Register of the National Court Register (KRS) kept by the District Court in Białystok, 12th Commercial Department for the National Court Register under KRS entry no. 0000986637; with a share capital of PLN 102,173.70, paid in full. Issuer contact details: +48 85 733 91 64; e-mail: [contact@healthlabs.care](mailto:contact@healthlabs.care);

c) **User** — the bearer of the Gift Card;

d) **Buyer** — the person receiving a Gift Card with a specific value in PLN from the Issuer in exchange for a payment of an equivalent value in PLN;

e) **Store** — the online store operated by the Issuer, hosted at [healthlabs.care/pl](https://healthlabs.care/pl);

f) **Gift Card** or **Card** — an electronic multi-purpose voucher (MPV) issued to the bearer by the Issuer in a dematerialized format, as a digital code (provided as a PDF file or in another specified form) entitling the User to redeem it in the Issuer's Store in accordance with the T&Cs. The Gift Card has a unique 16-character alphanumeric code and a PIN assigned;

g) **Goods** — products and services available for sale in the Store (including shipping fees applicable to the ordered Goods), except for Gift Cards;

h) **Consumer** — an individual considered a consumer under section 22(1) of the Polish Civil Code, i.e. a natural person who performs a legal act (e.g. enters into an agreement) with the Issuer which is not directly associated with their business or professional activity;

i) **Individual entrepreneur** — a natural person who enters into an agreement directly associated with their business activity, whereas the content of this agreement indicates that it does not serve a professional purpose for this person, in particular with regard to the type of their business activity as stated under the applicable laws on the Central Business Register and Information Service.

j) **Gift Card Value** — amount selected by the Buyer out of the available value options offered by the Issuer.

3. The Buyer and User must comply with the T&Cs. The Buyer and User must immediately inform any subsequent User to whom they hand over the Gift Card about the T&Cs and locations where the T&Cs can be consulted, and in particular, about the fact that the Gift Card:

a) may only be redeemed in the Store,

b) is not refundable or exchangeable for cash,

c) expires on a specified date,

d) may only be used in transactions authorized using the correct PIN.

4. No provision of the T&Cs should be construed as limiting the statutory rights of consumers or natural persons entering into an agreement directly associated with their business activity if the content of such an agreement indicates that it does not serve a professional purpose for the natural person.

## **2. Issuance of the Gift Card**

1. The Issuer has the following obligations toward the Buyer:
  - a) in exchange for a payment of a specified amount in PLN — to provide the Buyer or another person indicated by the Buyer (the User) with a Gift Card having a value equivalent to the paid amount, which enables the User to make payments for Goods in the Store up to an amount equal to the current remaining Gift Card Value;
  - b) to accept the Gift Card as a payment method in the Store.
2. The issuance of the Gift Card is not subject to value added tax (VAT) under the applicable tax laws.
3. The value of the Gift Card to be received in exchange for the payment is selected by the Buyer. The Gift Card Value does not bear interest and may only be used to purchase Goods in the Store. The Gift Card remains valid for 180 days from the date it is issued to the Buyer. The expiration date is specified in the e-mail containing the Gift Card.
4. The Buyer receives a non-fiscal receipt, an accounting note, or another document from the Issuer as a record of the purchase and the Gift Card Value.
5. Gift Cards may not be purchased:
  - a) for a payment of an amount lower than the Gift Card Value, which means in particular that no discount codes, special offers, sales, or other price reductions apply to Gift Cards;
  - b) for funds available on another Gift Card.
6. Gift Cards may not be exchanged for cash, in part or in full, and may not be returned to the Issuer for a refund. This also applies to Gift Cards that are not redeemed before their expiration.
7. Gift Cards may not be blocked or frozen. The Issuer does not issue duplicate Gift Cards.
8. The risk of accidental loss of the Gift Card passes to the Buyer once the Gift Card is handed over to the Buyer.
9. The Buyer and the User must handle the Gift Card with particular care, so as to prevent unauthorized individuals from obtaining the Gift Card or its number and PIN. In particular, the Buyer and the User must not publish any images of the Gift Card and/or its number and PIN.
10. Gift Cards may be used to make purchases in the Store by any User, regardless of whether they have taken possession of it legally or not.
11. Subject to specific provisions of these T&Cs, Gift Cards are purchased in accordance with the terms and conditions for making purchases in the Store, available at <https://www.healthlabs.care/pl-en/terms>. The Gift Card purchased in the Store, issued as a PDF file, will be sent to the Buyer's e-mail address or another e-mail address specified when placing the order, within one hour of placing the order and completing the payment.

## **3. Using the Gift Card**

1. The Issuer accepts the redemption of active, non-expired Gift Cards in the Store.
2. The redemption of a Gift Card involves the User purchasing Goods in the Store and using the Gift Card as the payment method.
3. To redeem a Gift Card, the User must:
  - a) provide the 16-character alphanumeric code identifying the Gift Card in the "Add a gift card" field,
  - b) authorize each transaction using the PIN.
  - c) The Issuer only accepts the redemption of Gift Cards when authorized on use with the correct PIN.

4. The User may use the Gift Card multiple times, until the Gift Card Value is depleted.
5. When the Gift Card is redeemed to purchase Goods, the Gift Card Value is reduced by the amount due to the Issuer for the Goods purchased and any applicable shipping fees. If the value of the Goods purchased:
  - a) is greater than the current Gift Card Value, the User will cover the price difference using one of the available payment methods as part of the purchase transaction — in this case, only electronic payments will be available, and specifically, PayU payments processed via the PayU.pl service provided by the operator: PayU S.A. with a registered office in Poznań, Poland [i.e. cash on delivery is not available];
  - b) is lower than the current Gift Card Value, the Gift Card Value will be reduced by the order value. The User will not receive the remaining amount of the Gift Card Value in cash. The User may continue using the remaining Gift Card Value until it is depleted.
6. Regardless of the Gift Card Value, the maximum allowed number of Gift Cards used in one purchase transaction is: one.
7. The Issuer may refuse to accept a Gift Card if:
  - a) it has expired,
  - b) it is inactive [the Gift Card Value has been depleted],
  - c) the transaction is not authorized using the correct PIN associated with the Gift Card.
8. The User may check the current Gift Card Value and the expiration date of the Gift Card. The Gift Card Value may be checked:
  - a) in the Store, on the sub-page dedicated to Gift Cards;
  - b) by sending an inquiry to [contact@healthlabs.care](mailto:contact@healthlabs.care), with the Gift Card number included.

#### **4. Complaints and returns**

1. Complaints concerning Gift Cards will be handled by the Issuer within 14 (fourteen) days from the date of submission. Complaints may be submitted by e-mail to [contact@healthlabs.care](mailto:contact@healthlabs.care) or by letter to the Issuer's office: ul. Świętojańska 12A, 15-082 Białystok, Poland. Complaints concerning the purchased Goods may be made on the basis of generally applicable provisions.
2. Beside litigation, a Buyer or User who is a Consumer may lodge complaints and pursue claims using non-judicial means, and in particular:
  - a) submit a request for out-of-court settlement of a consumer dispute with the competent Provincial Trading Standards Inspector ([www.uokik.gov.pl/wojewodzkie\\_inspektoraty\\_inspekcji\\_handlowej.php](http://www.uokik.gov.pl/wojewodzkie_inspektoraty_inspekcji_handlowej.php));
  - b) submit a case with the Court of Arbitration of the competent Provincial Trading Standards Inspectorate ([www.uokik.gov.pl/stale\\_sady\\_polubowne.php#faq4657](http://www.uokik.gov.pl/stale_sady_polubowne.php#faq4657));
  - c) seek assistance of the District (or Municipal) Consumer Ombudsman ([www.uokik.gov.pl/rzecznicy](http://www.uokik.gov.pl/rzecznicy));
  - d) use the European Union's Online Dispute Resolution (ODR) platform for resolution of disputes between consumers and traders, available at <https://ec.europa.eu/consumers/odr>.
3. Any non-judicial means for lodging complaints and pursuing claims are used on a voluntary basis.
4. If the User withdraws from the purchase agreement and returns some or all of the Goods purchased using a Gift Card, the Issuer will increase the Gift Card balance by an amount equal to the price of the returned Goods, considering any discounts

granted, up to the amount paid for the order from the Gift Card; if this amount is lower than the total value of the returned Goods, the remaining part will be refunded in accordance with the Store terms and conditions.

## **5. Final provisions**

1. The Gift Card is not an electronic payment instrument under the applicable laws. The Gift Card is a voucher — specifically, an electronic bearer multi-purpose voucher (MPV).
2. These T&Cs are available on the Store's website, at <https://healthla.bs/gift-card-terms-and-conditions>, from which they can be downloaded as a PDF file and printed. Upon the User's request, the Issuer must provide the User with the T&Cs in a document format.
3. The Buyer may review the Gift Card Terms and Conditions before purchasing the Card [a link to the Terms and Conditions is provided on the Gift Card product page], and will receive the T&Cs governing the use of the Gift Card along with any Gift Card purchased.
4. The Issuer will notify Buyers and Users about any changes to the T&Cs.
5. The Issuer may change the T&Cs at any time without providing a reason, but any such changes will not apply to Gift Cards issued before the date of the T&C change. In particular, the content of these T&Cs may change for a valid reason. Valid reasons include:
  - a) change in the Issuer's company name, legal form, identification numbers, address, or contact details;
  - b) the need to adapt the T&Cs to generally applicable laws, rulings, decisions, resolutions, guidelines, interpretations, recommendations, or orders of public authorities;
  - c) change or expansion of the existing Gift Card functionality;
  - d) change in the method or process of purchasing Gift Cards;
  - e) change in the existing security measures and prevention of abuses;
  - f) the need to change hyperlinks or references provided in the T&Cs, as well as editing the contents for clarity, disambiguation, and correction of any mistakes or typographical errors in the T&Cs;
  - g) termination of Gift Card issuance and redemption.
6. To all matters not settled in these T&Cs, the Store Terms and Conditions available at <https://www.healthlabs.care/pl-en/terms> and any applicable laws will apply.
7. Detailed information on the processing of Gift Card Buyers' and Users' personal data is provided in the Privacy Policy, available here: <https://www.healthlabs.care/pl-en/privacy-policy>.
8. Detailed information on using the Gift Card can be obtained by calling +48 85 733 91 64.
9. These Terms and Conditions apply as of April 12, 2023.