

Terms and Conditions of the "Pierwsza Pomoc" Mobile Application

Last updated: [31 October 2025]

1. General Provisions

These terms and conditions (the "Terms and Conditions") set out the rules for using the "Pierwsza Pomoc" mobile application (the "Application"), made available by LUX MED Sp. z o.o. with its registered office in Warsaw; address: ul. Szturmowa 2, 02-678 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000265353, NIP (Tax Identification Number) 5272523080, REGON (National Business Registry Number) 140723603, with a share capital of PLN 676,123,500.00 (hereinafter referred to as the "Owner").

1.2. The Application is intended for educational and informational purposes in the field of first aid.

1.4. These Terms and Conditions are made available free of charge at <https://www.luxmed.pl/dla-pacjenta/wzory-dokumentow-do-pobrania>, in a manner that allows them to be obtained, reproduced, recorded, and stored at any time.

2. Scope of Application Functionality

2.1. The "Pierwsza Pomoc" Application is of an informational nature only. The purpose of the Application is to provide users with information regarding the principles of pre-medical first aid.

2.2. Through the Application, the Owner provides electronically supplied services within the meaning of the Act of 18 July 2002 on the Provision of Services by Electronic Means, in particular by:

- a) providing educational content in the field of administering first aid,
- b) displaying the locations of AEDs (Automated External Defibrillators), pharmacies, and medical facilities,
- c) providing interactive tools, such as a metronome, a knowledge quiz, and audio tracks,
- d) enabling the user to place a call to an emergency number.

2.3. The Application can operate in both online and offline modes and enables the opening of external mapping applications. The terms of use for external applications are determined by the provider of those applications.

3. Technical Conditions for the Provision of Services by Electronic Means

3.1. To ensure the correct operation of the Application, the following are required:

- a mobile device running Android version 7.0 Nougat or newer, or iOS version 15.6 or newer,
- an active internet connection (for online features),

- enabled location services (for mapping features).

3.2. The Application may be updated, and its features and content are subject to change.

3.3. The Owner does not guarantee uninterrupted operation of the Application and reserves the right to temporarily restrict availability in connection with maintenance, modernization, or functionality development.

4. Conclusion and Termination of the Agreement

4.1. The agreement for the provision of services by electronic means is concluded at the moment the user installs the Application on their terminal device.

4.2. The agreement is for an indefinite period and may be terminated by the user at any time by ceasing to use the Application or by uninstalling it.

5. Rules for Using the Application

5.1. Use of the Application is free of charge.

5.2. The user has the right to use the Application on any number of mobile devices for private and non-commercial purposes.

5.3. It is prohibited to use the Application in a manner inconsistent with its intended purpose or for commercial purposes without the prior written consent of the Owner.

5.4. The Application may be updated, and the educational content is subject to change without prior notice to the users.

6. Liability

6.1. The information and content contained in the Application are for informational and illustrative purposes only. They do not constitute medical advice, nor do they replace first aid training conducted by qualified entities. Use of the Application does not replace the necessity of calling emergency services, nor does it constitute binding guidelines for administering first aid.

6.2. The Service Provider shall not be held liable for any acts or omissions of the user undertaken on the basis of the information contained in the Application, nor for any consequences of such acts or omissions, including in situations involving threats to life or health.

6.3. The Service Provider shall not be held liable for any malfunction of the Application resulting from technical reasons beyond its control.

6.4. Given that the data concerning the location of pharmacies and AED points originate from external sources, the timeliness and accuracy of which the Service Provider has no control over, this data is made available for informational purposes only, and the Service Provider does not guarantee its timeliness or accuracy.

7. Intellectual Property Rights

7.1. All intellectual property rights to the Application, including its graphic elements, texts, illustrations, photographs, and interface layout, belong to the Service Provider or to the entities from which the Service Provider has obtained appropriate licences.

7.2. It is prohibited to copy, modify, distribute, or otherwise use the content of the Application without the consent of the Service Provider.

7.3. The user is granted a non-exclusive, non-transferable, free-of-charge licence to use the Application solely for private purposes.

8. Technical Data and Security

8.1. The Application does not collect or process users' personal data.

8.2. The Application may automatically collect anonymous technical data (e.g. diagnostic data or stability data) in order to improve the quality, security, and performance of its operation.

8.3. The Service Provider exercises due diligence to ensure that the Application is error-free and safe to use.

9. Contact and Complaints

9.1. Any questions, remarks, and reports regarding the operation of the Application should be sent to the following email address: SupportPierwszaPomoc@luxmed.pl

9.2. The Service Provider shall make every effort to respond to users' reports in the shortest possible time.

9.3. Complaints regarding the services provided through the Application [*lub: Portal*] may be submitted: a) by post to the following address: LUX MED Sp. z o.o.; Customer Service Department, Complaint Management Division; ul. Szturmowa 2; 02-678 Warsaw; b) via email to the following address: SupportPierwszaPomoc@luxmed.pl

9.4. Complaints regarding the functionality of the Application will be considered within 14 days from the date of submission of the complaint.

10. Final Provisions

10.1. These Terms and Conditions shall enter into force on the date of their publication.

10.2. In matters not regulated by these Terms and Conditions, the provisions of Polish law shall apply.

10.3. The Service Provider reserves the right to amend these Terms and Conditions. The amended Terms and Conditions will be published within the Application.

10.4. Continued use of the Application after any amendments to the Terms and Conditions have been made constitutes acceptance thereof by the user.