

# Optivia Health Ltd – Terms of Service

**Last Updated:** 14.01.2026

Optivia Health Ltd (“Optivia”, “we”, “us”, or “our”) is a healthtech platform providing educational content, lifestyle tools, and optional access to third-party laboratory testing and coaching services.

All information made available through our Services—including lab reports, insights, wellness scores, recommendations, or coach interactions—is provided solely for general informational and educational purposes to support your personal wellness.

## **Important:**

- Optivia is not a medical provider, laboratory, or licensed healthcare professional.
- We do not provide medical advice, diagnosis, treatment, or prescriptions.
- Nothing in the Services should be interpreted as:
  - Medical or clinical advice
  - A diagnosis or treatment plan
  - A substitute for consultation with a licensed healthcare professional
  - A basis for making medical or diagnostic decisions
- Use of the Services does not create a doctor–patient relationship.
- Always consult a qualified healthcare professional before making decisions regarding your health, medical conditions, medications, or treatments.

By using our Services, you acknowledge and agree to these Terms and our Privacy Policy.

## 1. Introduction

These Terms govern your use of Optivia’s Services, website, and mobile applications.

- Changes to the Terms will be posted on the Site with the “Last Updated” date.
- Continued use constitutes acceptance of revised Terms.
- These Terms incorporate the Privacy Policy.

## 2. Scope of Services

These Terms form a legally binding agreement between you and Optivia Health Ltd, incorporated in Cyprus.

**The “Services” include, but are not limited to:**

1. Access to our website, [optiviahealth.com](https://optiviahealth.com) (the "Site")
2. Use of our mobile applications (the "Mobile App")
3. Membership features including educational content, wellness programs, and tracking tools
4. Facilitation of laboratory testing by independent third-party laboratories
5. Access to non-medical health coaching services
6. Optional access to third-party nutrition and fitness professionals

**By using the Services, you acknowledge that:**

- Optivia is not a medical provider or laboratory. We do not provide medical advice, diagnoses, treatment, or prescriptions.
- Laboratory testing, sample collection, analysis, and reporting are performed solely by independent third-party laboratories under their own protocols and terms.
- Participation in lab testing or coaching is optional and requires your explicit GDPR consent for processing health data.
- Membership provides access to Optivia's digital platform; lab testing, coaching, and specialist services may require additional payment or opt-in.
- Certain purchases may be non-refundable under EU consumer protection law and specific third-party policies.
- You must be at least 18 years old to use the Services.

### 3. No Medical Advice

- Optivia and Health Coaches do not provide medical advice, diagnosis, treatment, or prescriptions.
- Lab results and Health Coach guidance are educational.
- Services do not create a doctor-patient relationship.
- Consult a licensed healthcare professional for medical concerns.

### 4. No Emergency Use

- Optivia is not designed for emergency or urgent medical situations.
- Do not use the Services to seek care in an emergency.
- If you believe you are experiencing a medical emergency, call local emergency services immediately.
- Optivia does not monitor messages in real time and cannot respond to urgent requests.

### 5. Lab Testing

- Optional and available only to members.
- Performed by independent third-party laboratories; lab accuracy is the lab's responsibility.

- Users must explicitly consent to processing health data (special-category under GDPR) before sample submission.

## 6. Health Coach Services

- Membership may include lab testing and Health Coach support depending on your plan; access is not guaranteed unless explicitly stated.
- Health Coaches do not provide medical advice, prescriptions, or diagnoses.
- Optional nutrition/fitness coaching is offered by qualified specialists at extra cost and requires separate consent.
- Health Coaches may provide educational guidance on lifestyle choices and goal-setting, explain the types of tests available, and help users recognise patterns and monitor trends in the Optivia health reports.

## 7. Membership, Fees, and Payment

- Membership may include lab testing and Health Coach support depending on your plan; access is not guaranteed unless explicitly stated.
- Optional nutrition/fitness coaching is separate and requires an additional fee.
- Membership and optional coaching fees are non-refundable.
- Users may cancel renewal to avoid future charges.

## 8. Refunds, Cancellations, and Withdrawal Rights

### Digital Services

- Digital content (membership features, educational content, app-based tools) becomes non-refundable once accessed, per EU Consumer Rights Directive.

### Laboratory Testing

- Sample collection or sample-based services become non-refundable once your lab test has been ordered, processed, or scheduled.

### Third-Party Services

- Coaching, specialist consultations, and other optional third-party services become non-refundable once:
  - A session has been scheduled
  - Content or advice has been delivered
  - Provider's cancellation window has passed
- Providers may have separate policies you must accept.

## General

- You may cancel membership renewal to avoid future charges. However, past or current charges are non-refundable once services are accessed, delivered, or initiated.

## 9. Referral Program

- Available to Cyprus residents with active accounts.
- Referral codes must be shared personally; commercial/mass use is prohibited.
- Violations may result in deactivation and forfeiture of rewards.
- Optivia's determination of eligibility and rewards is final, subject to Cyprus/EU laws.

## 10. Privacy & Data Protection

- Personal data is processed per GDPR and Cyprus law.
- Health data requires explicit opt-in consent before submission.
- Users may exercise GDPR rights (access, correction, deletion, restriction, data portability, withdrawal of consent).
- Data retention, storage, and security are described in the Privacy Policy.

## 11. Intellectual Property

- All Optivia content, software, and trademarks are owned by Optivia or licensed partners.
- Users grant Optivia a limited license to use submitted content for service improvement.
- Unauthorized copying, resale, or commercial use is prohibited.

## 12. Third-Party Services

- Optivia may facilitate third-party lab services and coaching.
- Providers are independent; Optivia is not responsible for their actions, pricing, or content.
- Terms of third-party providers may apply.

## 13. Limitation of Liability

- Optivia is not liable for indirect, incidental, or consequential damages.
- Liability for direct damages is limited to gross negligence or willful misconduct.
- Optivia is not liable for lab errors, third-party services, or user reliance on Services.

## 14. Dispute Resolution

- Cyprus law governs these Terms, consistent with EU consumer protection rules.
- Disputes should first be addressed via informal resolution at [info@optiviahealth.com](mailto:info@optiviahealth.com).
- Users may opt-out of arbitration within 30 days where allowed.

## 15. Miscellaneous

- **Force Majeure:** Not liable for events beyond reasonable control.
- **Severability:** Invalid provisions do not affect remaining Terms.
- **Notices:** Must be sent via email or Optivia's Cyprus address.
- **Entire Agreement:** Terms, Privacy Policy, and membership agreements.

## 16. Subscription Renewal

- Annual memberships automatically renew unless cancelled in advance.
- Renewal is charged at Optivia's current fee.

## 17. Important Disclaimers

- Optivia membership includes access to laboratory testing, health coach support, and optional nutrition and fitness coaching. Health coach support is provided for a fixed duration as specified in the chosen product or membership package. Sessions are limited to the time included in the product and cannot be extended beyond the allocated period without purchasing additional time.
- Optivia is not a laboratory or medical provider. All laboratory, and optional nutrition/fitness services are provided by independent third parties, who set their own pricing and terms.
- Services are educational and not a substitute for medical care.

## 18. Agreement to Arbitrate

- Disputes (with limited exceptions) resolved by binding arbitration unless the user opts out within 30 days.
- Users waive rights to class actions.

## 19. Contact

- Questions, disputes, or copyright complaints: [info@optiviahealth.com](mailto:info@optiviahealth.com)
- Cyprus office: 11, Ayiou Ioannou, Nicosia, 1016, Cyprus