

# Optivia Health – Terms of Service

**Last Updated:** 14.01.2026

Optivia Health (“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, reports, or communication 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.
- Lab results are provided by independent third-party laboratories. Optivia does not guarantee their accuracy or completeness.
- Optional coaching and educational services are provided for informational purposes only and are not a substitute for professional medical care.
- Clients are fully responsible for consulting qualified healthcare professionals regarding any health concerns, conditions, medications, or treatment decisions.
- Optivia is not liable for any outcomes, decisions, or actions taken based on the use of the Services.
- Always consult a qualified healthcare professional before making decisions regarding your health, medical conditions, medications, or treatments.
- In case of emergencies or urgent health issues, seek immediate professional care.

By using our Services, you acknowledge that you have read, understood, 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.

**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. Features including in purchased packages, such as 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.
- Purchased packages provide access to Optivia’s digital platform; lab testing, coaching, and other specialist services that may require additional payment or opt-in.
- Certain purchases may be non-refundable under EU consumer protection law and specific third-party policies.

### 3. No Medical Advice

- Optivia and Health Coaches do not provide medical advice, diagnosis, treatment, or prescriptions.
- Lab results are provided by third-party labs and do not replace professional medical advice.
- Health Coach guidance is informative/educational only and does not replace professional medical advice.
- 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 the users who have purchased one of the provided packages.
- 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

- Purchased packages may include Health Coach support depending on your package; 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.
- Additional Health Coach sessions or services beyond the purchased package may be purchased separately at the client's discretion.

## 7. Pricing and Fees

- Pricing includes service fees charged by Optivia and access to prepaid lab services provided by third parties.
- Certain items and services may require additional payment not included in standard pricing.
- Itemised fee information is available upon request.

## 8. Refunds, Cancellations, and Withdrawal Rights

### Digital Services

- Digital content (purchased features, paid 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.

## 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 any indirect, incidental, consequential, or special damages, including but not limited to loss of data, loss of profits, or decisions made based on lab results or coaching.
- Liability for direct damages is limited to gross negligence or willful misconduct on the part of Optivia.
- Clients acknowledge that use of lab results, Health Coachguidance, and any other Services is at their own risk, and that Optivia does not guarantee outcomes or results.

## 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:** These Terms, the Privacy Policy, the Health & Lab Data Consent, and any membership or service agreements constitute the entire agreement between you and Optivia Health regarding your use of the Services.

## 16. 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 purchased 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

## Disclaimer - Membership and Service

### Important Disclaimers Regarding Our Services

1. Optivia does not provide medical advice, diagnoses, prescriptions, or medical treatment.
2. Optivia does not recommend or refer you to any specific healthcare provider, and you are free to choose any provider you wish.
3. Health Coaches help you understand lab results and educational content only; they do not provide medical recommendations.
4. Optional nutrition and fitness coaching is delivered by qualified specialists at extra cost. These services are educational and supportive and are not a substitute for professional medical care.
5. Access to lab testing and Health Coach support requires purchase of a paid package. Free account holders can access educational content only.
6. Additional Health Coach sessions or services beyond the purchased package may be purchased separately at the client's discretion.

7. Lab test results are provided by independent laboratories. Optivia does not guarantee accuracy or completeness and is not responsible for any decisions or actions taken based on lab results or health coaching.
8. Optivia services are not intended for emergency or urgent medical situations. Seek immediate professional care if needed.

## Pricing and Fees

- Pricing includes service fees charged by Optivia and access to prepaid lab services provided by third parties.
- Certain items and services may require additional payment not included in standard pricing.
- Itemised fee information is available upon request.

## Refunds and Cancellation

- Purchased packages and optional coaching services are non-refundable once bought.
- Free accounts may be deactivated at any time.

## Data, Privacy, and Consent

- Health and personal data are processed only with your explicit consent in accordance with GDPR and Cyprus/EU law.
- Users may exercise GDPR rights, including access, correction, deletion, restriction, data portability, and withdrawal of consent.

## Communications

By providing your phone number or email, you agree to receive service-related messages from Optivia. Standard message and data rates may apply.