

**General Business Terms and Conditions for Provision of Laboratory Tests**  
(hereinafter referred to as "TAC")

Medical Center Prague (Medicínské centrum Praha s.r.o.),  
Identification Number: 250 32 119, with registered office at Praha 4, Mezi Vodami 205/29,  
postal code: 143 00, company registered in the Commercial Register maintained by the  
Municipal Court in Prague, Section C, File 116020  
(hereinafter referred to as the "Provider"),  
tel.: 270 003 562/4, e-mail: info (at) mc-praha.cz

**I. Providing laboratory testing services**

The Provider, the Medical Centre Prague (also referred to as "MCP") is a private medical facility authorised to provide health services. The Provider supplies to the Clients at their request laboratory tests, not covered by public health insurance, consisting of:

- a) organisational services consisting in the operation of an on-line ordering system, where the Client makes an order for a laboratory examination, which can be paid through a payment gate; creation and management of the Client's account, preparation of the materials for the laboratory tests and the accompanying documentation, the organisation of electronic communication with the Client with a guarantee of response and other communication with the Client to the extent necessary for the proper provision of services (hereinafter referred to as "services of the organisation"),
- b) sampling of biological material from the Client after a confirmed order has been obtained through the Provider's on-line ordering system in accordance with Article IV. of these TAC, the preparation of the biological material collected and the relevant accompanying test documentation for the contracted laboratories of the Provider (also referred to as "collection"),
- c) mediation of the testing of the Client's biological material in the Provider's contractual laboratories, that the Client arranges through the on-line ordering system, in the contractor's laboratory following the required type of examination, the transfer of the results of the laboratory examinations personally at the sampling point or e- mail (also referred to as "examination"),

all referred to as "laboratory examination services".

**II. Sampling points**

Locations for the tests are:

Mezi Vodami 205/29, Praha 4 - Modřany, 143 00 (3rd floor)

**III. Contractual Laboratories of Provider**

The Provider facilitates testing of the Client's biological material at laboratories that are authorised to carry out these tests, and the testing method is contracted. Part of the Provider's services consisting in the testing of biological material is carried out according to the agreed types of examinations in the laboratories of the companies:

1. Synlab czech s.r.o., with registered office at Prague 8, Sokolovská 100/94, postal code 186 00, company ID: 496 88 804, company registered in the Commercial Register maintained by the Municipal Court in Prague, section C, insert 23895,
2. VIDIA-DIAGNOSTIKA, spol. s r. o. with registered office in Prague 9 - Černý Most, Generála Janouška 902/17, postcode 198 00, company ID: 411 94 811, the company is

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 4657,

3. Health Institute with headquarters in Ústí nad Labem, Ústí nad Labem, Moskevská 15, postcode 400 01, ID: 71009361, health facility, contributory organisation of the Ministry of Health of the Czech Republic,
4. Institute of Medical Biochemistry and Laboratory Diagnostics of VFN Prague and 1st Faculty of Medicine - STD Laboratory, General University Hospital in Prague, Prague 2, U Nemocnice 2, postcode 128 08, ID: 00064165, contributory organisation of Ministry of Health of the Czech Republic.

#### **IV. Creating an Order for Laboratory Tests**

The offer of laboratory tests is listed in an on-line ordering system.

The Client may order laboratory tests either through a user account (see point V of these TAC) or anonymously (see point VI of these TAC).

If the Client accepts the offer listed in the on-line ordering system, i.e. he/she creates an order for the laboratory examination, he/she will receive a request for remuneration for the laboratory examination services. The order for both parties becomes binding at the moment when the remuneration for the services for laboratory examinations is credited to the Provider's account under the variable symbol of the respective order of the Client (ID) within the meaning of these TAC.

The Client is entitled to withdraw from a binding order within 14 days of the date when the payment for the services of laboratory examinations was credited to the Provider's account, if it has not been commenced. The Provider will, upon the crediting of the payment for laboratory examination services to the account under the variable symbol of the relevant order of the Client (ID), start providing services in the form of the services of the organisation mentioned in point I, a) of these TAC. In case the Client withdraws from a binding order after the Provider has already started with the provision of the services of the organisation, the Provider shall be entitled to remuneration for the services of the organisation. The remaining part of the remuneration paid by the Client for performance under items b) and c) of Article I of these TAC shall be returned to the Client's account within 14 days from the date of delivery to the Provider of a written withdrawal from a binding order by the Client.

#### **V. User account**

The client has the possibility to create his user account within the on-line reservation system of MCP, which allows the creation of an order for laboratory tests.

Based on the registration or creation of the MCP user account, in the on-line reservation system MCP (<http://extranet.mc-praha.cz/>), the Client may, after activation by the Operator (no later than 48 hours after sending the registration form) access into their user account and create the appropriate orders. When registering to the on-line system, the Client is required to submit all data correctly and truthfully and update them whenever they change. The data provided in both the user account and the order in the on-line MCP system is considered by the Provider to be correct.

Access to an online MCP user account is secured with a user name and password. The Client is required to maintain confidentiality regarding the information necessary to access their user account and is not entitled to allow the user account to be used by third parties.

The Client hereby acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the Provider's hardware and software equipment or the necessary maintenance of hardware and software of third parties.

The Provider may cancel the User Account, especially if the Client does not use his account for more than 2 years, or if the Client violates his obligations under the General Terms and Conditions. The client may cancel their account at any time without giving any reason, either via the e-mail address [recepc@mc-praha.cz](mailto:recepc@mc-praha.cz) or by phone at 270 003 562/564.

## **VI. Anonymous ordering of laboratory tests**

The client may also order laboratory tests without registration, directly from the web interface of the on-line ordering system. Anonymous ordering of laboratory testing services requires the Client to provide all data correctly and truthfully. The Provider allows anonymous ordering of services to Clients subject to the following conditions:

1. via the on-line ordering system the Client must decide the amount of services the provider will supply - within the ordering system the price for each selected test, the price for the sampling of biological material, the price for the Services and the total price to be paid is calculated. The Client is obliged to give only the following contact details: an e-mail address and a phone number. The order will be assigned an identification code "ID",
2. the order will consist of: a summary of the client's requested laboratory examination, the total price for "Provision of laboratory tests", location for the tests and where and how to collect results.,
3. the Client then selects the method of payment for these services; the payment should be made in accordance with Article IX of these TAC, where the ID is also the payment reference number,
4. Before the order is sent, the Client is allowed to check the information given in the order and, if necessary, to correct errors resulting from entering the data into the order. This order is sent to the Provider by clicking the "send" button. The Provider will acknowledge receipt of the order immediately upon receipt of the order by e-mail to the Client's e-mail address stated in the order,
5. The Client will comply with the provisions of Article X. Terms of Service.

## **VII. Protection of personal data of registered Clients and ordering of services for laboratory examinations by registered Clients**

In accordance with Act No. 110/2019 Coll. On Personal Data Processing, as amended, we are required to inform you to what extent and for what purpose the personal data will be processed, by whom and how the personal data will be processed and to whom the personal data can be accessed. This information is given in Appendix 1 of these General Terms and Conditions.

### **VIII. Remuneration for laboratory test services**

The Provider is remunerated for the services of laboratory tests to the amount indicated in the on-line ordering system for the relevant type of laboratory test:

1. "examination prices" of the collected material of the Client in connection with the requested examination,
2. "collection prices" of the Client's biological material,
3. "organisational services prices" collectively referred to as the total price for laboratory examination services.

The service price of the organisation includes the use of the on-line ordering system of the Provider (in particular, enabling the ordering of the service via the on-line ordering system), the processing of the order, preparation of the accompanying documentation for testing in the contractual laboratories of the Provider, organisation of the electronic communication with the Client to the extent required for proper provision of services.

The subscription price includes the price of disposables needed to make the collection and the overheads related to the collection.

According to law, the contracted laboratory is obliged to send a blood sample to the National Reference Laboratory in the case of detection of positive results in some, especially sexually transmitted diseases. This confirmation test is charged according to the price list of the National Reference Laboratory and the price will be additionally re-invoiced to the Client by the Medical Centre of Prague. The Client undertakes to pay this invoice on the due date.

The cost of the test includes the cost of testing by the relevant contracting laboratory. VAT is charged in accordance with applicable law.

### **IX. Payment Terms**

The total remuneration for laboratory testing services is stated as part of the ordering system as the total price for laboratory tests (total price) which can be paid by credit card by redirecting to the on-line payment gate operated by Česká spořitelna or by payment to the account of the Provider maintained by Česká spořitelna no. 2836699359 (bank code 0800) according to the instructions given in the payment order, which will be received by the Client immediately after the order is created electronically on his e-mail. The Client is obliged to pay the ordered laboratory services in advance, within 7 days of receipt of the payment request. By accepting a payment to the Provider's account under the appropriate variable order symbol (ID), the provision of laboratory testing services to the Client is arranged and the order for services becomes binding on both parties.

In the case of an online card payment, the Client must make a payment immediately or no later than 1 hour after placing an order in the on-line ordering system; the payment is based on a redirect to the payment gateway. Once the payment is made, the order becomes binding. Once the payment is made, the client receives an e-mail with confirmation of the payment of the services of the laboratory examinations accompanied by a tax invoice (invoice) and information on the agreed services.

The request to pay for the order is valid for 7 days. In the event that a payment on the Provider's account with a variable order symbol (ID) is not credited on the basis of the payment request, the order will be automatically cancelled within 7 days.

Once the payment has been made, the Client will receive an e-mail with confirmation of the payment for the laboratory examination services, which will be accompanied by a tax invoice (invoice) as well as information on the agreed services.

## **X. Terms of service provision**

Laboratory services are provided by the Provider in accordance with Act 372/2011 Coll. on health services and conditions of their provision, as amended.

The Client is required to appear for collection no later than 30 days from the date of conclusion of the service contract. Failing to do so, the right to provide laboratory testing services to the Client will be terminated and the total cost, already paid, for laboratory testing services will not be refunded.

The Provider will not provide Laboratory Examination Services if:

- the total cost of laboratory testing services has not been paid in advance in accordance with these TAC, or
- when the order was made, the Client did not specify a variable payment symbol (ID).

If it is necessary to provide another sample of biological material due to inadequate quantities, repeated testing due to inaccuracies or defects in testing, the Client may be invited to re-submit. The client is required to re-submit, otherwise the service cannot be provided and the resulting information cannot be communicated.

The Client is obliged to follow the additional information given for each type of laboratory examination under the "?" Symbol so that the Provider can properly, and without defects, provide the ordered laboratory examination services.

The client agrees to undergo laboratory testing services by completing the binding order and paying the total cost for laboratory testing services. Furthermore, he is aware of the fact that the Provider is obliged, in case of detection of contagious human disease, a decree or a type of infection prescribed by the law, always to proceed in accordance with the Act No. 258/2000 Coll., on Public Health Protection, Government Order No. 453/2009 Coll., Decree No. 473/2008 Coll., and to comply with legal obligations imposed in this respect on health service providers. In that event, the Client is required (for the fulfilment of the Provider's obligations stipulated by the law) to provide cooperation and follow the instructions of the Provider's healthcare personnel (this also applies to the application of the obligations related to the provision of laboratory testing services).

The Provider reserves the right to change the date or place of collection.

## **XI. Information on laboratory test results**

The client is informed by e-mail that the results of the laboratory tests are available. Acceptance of laboratory test results is possible:

a) by an e-mail, subject to the following conditions:

- When ordering laboratory tests, the client agrees to receive the results by e-mail,

- The Client provided an email to the Provider,

b) by personal collection of results at the point of delivery if:

- The Client collects the results personally at the point of collection,
- The Client did not give permission to send the results by e-mail.
- Following the statutory obligation of the Provider, it is possible to receive some results personally in the form of an oral report.

The method for giving the results of the laboratory examinations is dictated by the type of the ordered test. In this context, the client is obliged to follow the additional information given for each type of laboratory examination under the symbol "?".

## **XII. Withdrawal from the contract (cancellation of the binding order by the Client)**

1. The Client is entitled to withdraw from the contract, i.e. the cancellation of a mandatory order for laboratory testing services within 14 days from the date of conclusion of the contract, which is the day of crediting the total price for laboratory testing services to the Provider's account under the relevant order ID, through the e-mail address of the reservation (at) mc-praha.cz, if, however, the service has not been started by the Provider. If the Provider has already begun with partial service provision in the sense of Article I of these TAC, only part of the total price (reduced by the cost of the organisation services) will be refunded.

2. If the Client has given a sample and the biological material has been collected within the meaning of Article I, b) of these GBCs, it is not possible to withdraw from the contract (the order cannot be cancelled), the Provider is entitled to the total cost of the laboratory examination.

3. If the Client does not withdraw from the contract (cancellation of the order) within 14 days from the date of the conclusion of the contract (the moment when the payment for laboratory services is credited to the Provider's account under the relevant order ID) the right to provide laboratory testing services to the Client is extinguished, the total cost, already paid, of the laboratory tests is not refunded, with no right to compensation.

4. In the event of the Customer withdrawing from the Contract pursuant to Article XI, point 1 of these TAC, the Provider shall refund the funds received from the Client within fourteen (14) days of withdrawal, i.e. cancellation of a binding order by the Client, to the bank account, from which the payment was sent.

5. In the event that the Client cancels a binding order and yet comes to donate a sample, the laboratory testing services will not be provided to him / her. 6. For further information on how to cancel an order, it is possible to contact the Provider by phone: +420 270 003 563.

## **XIII. Automatic order cancellation made by the ordering system**

1. The on-line ordering system automatically cancels an order made by the Client unless a payment of the total cost of the laboratory examination stated in the request for payment is credited to the account of the Provider within 7 days from the date of ordering the service via the Provider's on-line ordering system.

2. An order will also be cancelled if it does not indicate a variable symbol in the form of a payment when the payment is made; the on-line ordering system will not be able to assign the payment to the relevant order ID. In this case, the Client will be refunded a portion of the total price (reduced by the cost of the organization's services) to the bank account from which the payment was sent.

#### **XIV. Special Provisions**

If the Client agrees to use distance communication when signing the contract (i.e. binding orders) then the costs incurred by the Client in connection with the use of distance communication mean that at the conclusion of the contract (costs of internet connection, costs of telephone calls) the costs are borne by the Client himself (which do not differ from the basic commercial rate).

The Client agrees to send information related to the Provider's services to the e-mail address specified in the order or to the details of his / her user account.

Orders, including TAC, are archived in electronic form by the Provider.

The Provider reserves the right to change at his discretion the General Business Terms of Laboratory Testing Services. The Client is subject to the General Business Terms and Conditions applicable at the time of ordering services within the on-line system.

These General Business Terms and Conditions for Laboratory Examination Services are valid and effective from June 18<sup>th</sup>, 2019

## **Appendix 1 of the General Business Terms and Conditions for the Provision of Laboratory Examination Services**

### **Information on processing of personal data**

*In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on the protection of personal data ) and in accordance with Act No. 110/2019 Coll., on the Processing of Personal Data and Amendments to Certain Acts, as amended (hereinafter referred to as "GDPR"), we are obliged to inform you as the data subject (the "Client") about the way of processing your personal data at the Medical Center Prague (hereinafter referred to as the "Administrator").*

The Administrator and the Client have entered into a contract for the provision of a laboratory examination service, which consists in the operation of an on-line ordering system, the purpose of which is to enable clients to create an order for laboratory examinations.

Within this legal relationship, the Provider will process personal data of the Client in accordance with Act No. 110/2019 Coll., On Personal Data Processing, as amended.

### **Actualisation of the contractual relationship:**

This processing is necessary for the performance of the Contract to which the Client is a party. The processing of personal data of the client is carried out on the basis of the legal authorization of Article 6, section 1, GDPR.

**Under this authority, the Administrator is not required to require the Client to consent to the processing of personal data.**

### ***Privacy Manager:***

Medical Center Prague, with its registered office at Mezi Vodami 205/29, 143 00 Praha 4, IČ: 25032119, registered in the Public Register kept by the Municipal Court in Prague, Section C, File 116020.

### ***Scope of processed personal data when creating a user account in an on-line ordering system:***

- name and surname,
- year of birth
- delivery address (billing address)
- email address,
- phone.

### ***Scope of processed personal data when creating an anonymous order in an on-line ordering system:***

- email address,
- phone.



***Purpose of processing provided data:***

These data are processed to create a laboratory test order.

***The length of time that personal data will be stored:***

- Personal data will be stored by the administrator for the duration of the client's registration.
- In case of cancellation of a user account where there are no records on the use of laboratory services or reservation system, the personal data will be stored by the administrator for one year.
- In case of cancellation of a user account in which there are records on the use of laboratory examination services or reservation system, the administrator is obliged to keep personal data for 10 years from the end of the registration.
- The deposit period is set legally - Act No. 235/2004 Coll., on value added tax, as amended.

***Personal data processors:***

- Synlab czech s.r.o., Sokolovská 100/94, 186 00 Praha 8, for the purpose of laboratory examination.
- Vidia-Diagnostika, spol. s.r.o., General Janouška 902, 198 00 Praha 9, for the purpose of performing a laboratory examination.
- Institute of Health Care, Ústí nad Labem, Moskevská 15, Postal Code 400 01, ID: 71009361, medical facility, contribution organization of the Ministry of Health of the Czech Republic, for the purpose of laboratory examination.
- Institute of Medical Biochemistry and Laboratory Diagnostics of VFN Prague and 1st Faculty of Medicine - STD Laboratory, General University Hospital in Prague, with registered office at Prague 2, U Nemocnice 2, postcode 128 08, ID: 00064165, contribution organization of Ministry of Health of the Czech Republic, laboratory examination.
- **In the case of anonymous order, your personal information is pseudonymized.**

***Your rights to the protection of your personal information:***

- According to Article 15 of the GDPR, the data subject has the right of access to personal data concerning them, pursuant to Article 16 GDPR, the right to require the administrator to correct inaccurate personal data concerning him, pursuant to Article 17 GDPR, the right to delete personal data, which concern them. The data subject has the right to prevent the controller from restricting the processing of personal data of the data subject in the cases listed in Article 18 of the GDPR. The data subject has the right to require the controller to inform him of the recipients of personal data under Article 19 of the GDPR. The administrator does not perform the processing of personal data in an automated way; the right to data portability under Article 20 GDPR is not applicable.
- Under Article 21 of the GDPR, the data subject has the right at any time to object to the processing of personal data concerning them in the case of processing necessary for the

performance of the public interest task or the exercise of public authority under Article 6 (1) e) GDPR.

- It is not possible to request the deletion of personal data that the health service provider is obliged to collect under a legal obligation (obligation imposed by law).
- The data subject has the right to file a complaint with the Supervisory Authority, which is the Office for Personal Data Protection. Postal address: ÚOOÚ, Sochora 27, 170 00 Praha 7, e-mail address: posta@uouu.cz, data box: qkbaa2n.

The controller does not transmit or intend to transfer personal data to a third country or international organisation.