

Terms and Conditions

of the company Medical Center Prague (Medicínské centrum Praha s.r.o.), Company ID: 250 32 119, with registered office at Praha 4, Mezi Vodami 205, postal code: 143 00, company registered in the Commercial Register of the Municipal Court in Prague, Section C, Insert 116020 (hereinafter referred to as the "Provider").

I. Provision of services

The Provider offers to its Clients organisational services which consist of the operation of an online booking system; which facilitates the mediation and planning of the provision of health services by the Provider, by enabling the Client to:

- a. make an appointment convenient to the Client and within the capacities of the medical staff,
- b. store Client data in the reservation system and maintain its security and protection, i.e. create a user account in the on-line booking system.
- c. create an advance reservation for the Client within the appointment system (hereinafter referred to as "advance booking"),
- d. make a binding reservation in the reservation system upon payment of a deposit (hereinafter referred to as "binding reservation"),
- e. show the appointments available within our system,
- f. make changes to binding reservations within 7 days prior to the selected reservation date,
- g. organise, secure and mediate the subsequent provision of related health services according to the Client's requirements,
- h. organise, secure and mediate the subsequent provision of health services according to the requirements of the Client who has a binding reservation in a comfortable environment, with available beverages (coffee, tea, non-alcoholic drinks) and reading matter,
- i. phone consultations with the Provider 's staff and solving the Client' s requests by telephone, where this is possible due to the nature of the requirements,
- j. organise electronic communication with a Client with a guarantee of a response,
- k. send documents to provide organisational services via mail hereinafter referred to as "Organisational Services".

II. Client account

Based on the registration or creation of a user account, in the on-line MCP system, the Client can access their user account upon its activation by the Provider (no later than 24 working hours after submitting the registration form). The Client with the account can make reservations and orders for laboratory examinations offered by the on-line reservation system of MCP. When registering with the on-line system, the Client is required to submit all data correctly and truthfully and update details whenever they change. The data provided in the user account 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 his / her 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, in particular with regard to the necessary maintenance of the hardware and software by the Provider or the necessary maintenance of hardware and software by third parties. The Provider may cancel the User Account, especially if the Client does not use his account for more than 2 years or in the event that the Client breaches his obligations under the General Terms and Conditions. The Client may cancel his / her account at any time without giving any reason, either via the e-mail address: recepce@mc-praha.cz or by phone at 270 003 562/564.

III. Remuneration for organisational services

1. For organisational services described in Article I of the General Terms and Conditions (points a - h), the Provider shall be entitled to the remuneration of the Provider with a "reservation price". When using the on-line reservation system, the Client is required to pay the Provider's remuneration to the amount of the reservation price, after pre-booking, in the manner provided in Article IV. of these Terms and Conditions for the Reservation System. The price of the reservation is stated in the booking system with VAT in the legal amount.

2. The price of the reservation depends on the type of appointment. Types of reservations are: Standard, Preferred, Universal and Reservation for Extraordinary cases. Preferred Reservation, Universal and Reserved for Emergencies are specific terms used to better identify the needs of the Client. The booking system also distinguishes between "reservation" and "first reservation". The first reservation is entering data into the reservation system and the price of the first reservation is increased compared to the regular reservation. Through the reservation system, other services offered by the Provider (e.g. comprehensive search, comprehensive screening and comprehensive genetic analysis, etc.) can be planned. The scope of these services is available on the MCP web site in the Services section.

The price of the reservation is stated in the reservation system, the Client is informed about the reservation price before confirming the reservation.

3. The Provider shall be remunerated for organisational services as described in Article I of the General Terms and Conditions (points i-k), as follows: payment of the price listed below entitles the Client to receive services (points i-k) for 3 (three), 6 (six) or 12 (twelve) months respectively. These services can be prolonged at the Client's discretion. Extension / ordering of the services can be done by e-mail address recepce@mc-praha.cz or by phone at 270 003 562/564.

- a) Service price (points i-k) for 3 months: CZK 3,000.
- b) Service price (points i-k) for 6 months: CZK 4,000.
- c) Service price (points i-k) for calendar year 2020: CZK 6,000.

4. The Provider offers his Clients a preferential annual fee of CZK 3,000, which includes both organisational services described in Article I of the General Business Terms (points i-k), as well as a 10% discount on reservations made in that calendar year, when the fee is paid. The fee may be negotiated per calendar year under conditions specified by the Provider on his website.

IV. Payment Terms

1. The remuneration for the organisational services (points a-h) is listed within the booking system as the reservation price which can be paid by credit card through the on-line payment gateway or by bank transfer to the Provider's account (account number: 2836699359/0800) following a notice for payment by e-mail to the Client, immediately after completion of the pre-booking. The Client is obliged to pay for the ordered services in advance and no later than 7 days from the receipt of the notice for payment. When the payment is credited to the Provider's account under the appropriate reference number (ID) an agreement to provide the ordered services to the Client and the order becomes binding for both parties (contract). The notice for payment of services is payable for 7 days. After making a payment the Client will receive e-mail confirmation of payment for the services, to which will be attached the invoice and further information about the location and availability of the contracted services.

2. In case of an online card payment, the payment must be made immediately or no later than 1 hour after the booking deadline has been established; the payment is made on the basis of a redirect to the payment gateway. Once the payment is made, the reservation becomes binding. After making the payment the Client receives an e-mail confirming payment for organisational services, with an invoice and information about the location and availability of the contracted services.

3. If the Client chooses to book organisational services to occur in the next seven days, the payment of the cost of organisational services through a "request for payment" is not possible. The Client pays the price for such services either on-line by credit card through the reservation system or in cash at the Provider's workplace and at latest on the day of making the binding booking for organisational services. If the Client does not pay the price for the reservation (by credit card or cash), the Provider will issue a tax invoice for the price of such a reservation, which will be sent electronically to the Client's e-mail. The Client is obliged to pay it within the due date (7 days from the date of issue).

4. If the Client chooses to book the room for dermatological procedure, he must note that, beyond the remuneration for organisational services, the Client will be obliged to pay the Provider for the individual dermatological procedures performed by the medical staff (according to the current dermatological pricelist). The pricelist is available for consultation at the Provider's reception desk or on the website www.mc-praha.cz. The Client undertakes to pay the price of the dermatological treatments performed as soon as they are completed, either in cash or by a payment card at the Provider's workplace. The Provider will issue an invoice for the dermatological procedure provided.

5. The remuneration for organisational services (points i-k) is mentioned in section III, item 3. After e-mail or telephone ordering of services, the Client receives a request for payment by e-mail or by post not later than 7 working days. The Client is obliged to pay the ordered

organisational services (points i-k) in advance, not later than the due date stated on the request for payment. On receipt of payment to the Provider's account (by a variable symbol or by cash or credit card) at the Provider's workplace, the Provider agreed to provide organisational services (points i-k) to the Client. Payment for services becomes binding for both parties. Once the payment is made, the Client receives an e-mail with confirmation of the payment of organisational services (points i-k), with attached invoice and with information on the provision of the agreed services.

V. Cancellation of the reservation by the Client

1. The Client is entitled to cancel a binding reservation at least 7 days in advance via the Reservation System or by telephone at +420 270 003 563, with the Provider returning to the Client:

- a) 100% of the price of the binding reservation if the Client cancels it within 7 days from the date of its payment and does not take up the ordered services,
- b) 80% of the price of the reservation of the binding term if the Client cancels it more than 7 days after its payment and 7 days before the mandatory deadline and does not partially use the ordered services (e.g. organisation of electronic communication with the Client with the guarantee of response, organisation, security and mediation of the subsequent provision of related health services according to the Client's requirements, sending of documents for the provision of services by mail). The remaining part of the reservation price is a "cancellation fee" which the Provider will deduct from the reservation price once the cancellation has been made in the system.
- c) 50% of the price of the reservation if the Client cancels it more than 7 days after its payment and 7 days before the mandatory date and if the organisational services are partially used (e.g. organisation of electronic communication with the Client with the guarantee of response, organisation, security and mediation of the subsequent provision of related health services according to the Client's requirements, sending of documents for the provision of services by mail).

2. If the Client fails to cancel the booked reservation at least 7 days in advance and fails to receive organisational services agreed by the Provider within this mandatory deadline, the Client shall not be entitled to a refund of the paid remuneration by the reservation Provider for organisational services.

VI. Cancellation of the organisational services described in Article I of the General Terms and Conditions (points i-k)

The Client is entitled to cancel the organisational services described in Article I of the General Terms and Conditions (points i-k) only by phone on 270 003 562/564 with the Provider returning to the Client 100% of the received remuneration if the Client cancels the services within 7 days from the date of payment, and there will be no partial use of the ordered services. If the Client does not cancel the organisational services described in Article I of the General Terms and Conditions (points i-k) according to paragraph a) of this Article, or if parts of the ordered services are used, the remuneration is forfeited without compensation.

VII. Change of reservation by Client

The Client is entitled to change the binding reservation deadline at least 7 days in advance, by phone at +420 270 003 563. It is possible to change the binding reservation only once. The Provider determines the new deadline for a binding reservation of the same kind. If organisational services are not used within 3 months from the date of the request for change, the entitlement to compensation will be cancelled.

VIII. Automatic cancellation of the reservation deadline made by the booking system

The reservation system automatically cancels the advance booking made by the Client if the Client chooses to pay the reservation price:

- a) online and if the payment is not made within 1 hour from the time of booking,
- b) by a bank transfer and if the payment request received electronically was made to his/her e-mail, but the payment was not settled by the due date (the expiry of the request for payment is 7 days from the date of issue).

IX. Change of reservation by Provider

The Provider reserves the right to change the appointment date at his discretion if affected by the capacities of the healthcare Provider. The Provider undertakes to provide a new reservation date as soon as possible.

X. Information on processing of personal data

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

XI. Special Provisions

The Provider reserves the right to change the General Terms and Conditions of the Reservation System at his discretion. The Client is subject to the general business terms and conditions applicable at the time of booking via the on-line booking system.

These General Terms and Conditions of the Reservation System are valid and effective from 20. 2. 2020.

Appendix 1 to the General Terms and Conditions of the Reservation System MCP -

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, we are obliged to inform you as a data subject (the "Client") about the processing of your personal data at the Medical Center Prague (hereinafter referred to as the "Administrator").

The Administrator and Client have entered into an Organisational Service Agreement, which consists in operating an online reservation system, which is designed to mediate and plan the provision of health services.

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

Realization 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 stipulated in 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 Centre Praha, 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:

- Name and surname,
- Year of birth,
- e-mail address,
- Telephone.

Purpose of processing provided data:

This data is processed to manage a user account within the on-line reservation system of MCP, which mediates and plans health services provided to the Client.

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 the event of a user account being cancelled, where there are no records of the use of the reservation system services, the Client's personal data will be stored for one year.

In the event of cancellation of a user account in which there are records of the use of the reservation system services, the trustee is obliged to keep the personal data for 10 years from the end of the registration.

The period of deposit is set legally - Act No. 235/2004 Coll., On Value Added Tax, as amended.

Personal data processors:

- Medical Centre Prague, Mezi Vodami 205/29, 143 00 Praha 4.

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 him / her, 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 concerns him / her. 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 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 him / her in the case of the processing necessary to fulfill the task in the public interest or in the exercise of official authority pursuant to Article 6 (1) e) GDPR.
- It is not possible to request the deletion of personal data that the 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 an international organisation.