

General Terms and Conditions of the Single-Access Service to the Client Zone of Poliklinika Florenc

Article 1. Introductory Provisions

1.1. The provider of the single-access service to the Client Zone of Poliklinika Florenc, as this service is defined below, is Penta Clinic s.r.o., with its registered office at Na Florenci 2116/15, Nové Město, 110 00 Praha 1, identification number 61854093, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. C 31359 (hereinafter referred to as the "Provider").

1.2. Contact details of the Provider:

Address for written contact: Penta Clinic s.r.o., Poliklinika Florenc, Křižíkova 2136/2A, 186 00 Karlín
Telephone: +420 790 100 777

e-mail for general enquiries: info.florenc@pentahospitals.cz

e-mail for contractual matters: management.florenc@pentahospitals.cz

1.3. These general terms and conditions of the seller (hereinafter referred to as the "Terms and Conditions") are issued in accordance with the provisions of Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), and further define and specify the rights and obligations of the contracting parties arising upon the conclusion of service agreements between the Provider and another natural or legal person (hereinafter referred to as the "Client") through the Provider's web portal at www.poliklinikaflorenc.cz (hereinafter referred to as the "Portal"), and form an integral part of each service agreement. The service agreement and the Terms and Conditions are in the Czech language. The purchase agreement may only be concluded in the Czech language.

Article 2. Subject Matter of the Service Agreement

2.1. The subject matter of the service agreement concluded between the Provider and the Client through the Portal is the provision of single access to the Client Zone of Poliklinika Florenc (hereinafter referred to as the "Client Zone") to the Client. This single access shall enable the Client to use the following services:

- Premium organisation of care in a selected medical speciality
- Limited access to the Client Zone

(collectively hereinafter referred to as the "Service")

2.2. The Client is entitled to use the Service within 6 months from the date of their order of the given Service, and the said Service is reserved for them during this period. If the Client does not use the Service within the said period, for reasons not attributable to the Provider, the Client shall not be entitled to a refund of the price paid for the Service or to its use in a subsequent period.

2.3. The price for the Service is stated inclusive of value added tax and all related charges. The service offer shall remain valid for as long as it is displayed on the Portal. This provision shall

not limit the possibility of the seller concluding a service agreement under individually negotiated terms. The service offer placed on the Portal is non-binding and the Provider is not obliged to conclude an agreement for the provision of the given Service.

Article 3. Ordering the Service, Conclusion of the Agreement

3.1. The Client may conclude the agreement by accepting the proposal to conclude the agreement on the Portal operated by the Provider by placing the selected Service in the shopping cart. Before the Client definitively confirms the order, the Client has the right to change both the requested performance and the method of payment, i.e. to check all the details entered into the order. After the order has been submitted, any necessary amendments to the order must be made by contacting the Provider at the e-mail address: info.florenc@pentahospitals.cz or telephone number +420 212 12 12 12.

3.2. The service agreement is formed upon submission of the Client's order, following completion of all details and particulars prescribed by the form and the method of payment, and upon acceptance of the order by the Provider; the Provider shall bear no liability for any errors occurring during data transmission. The Client shall submit the order to the Provider by clicking on the "Complete order" button, or alternatively the "Complete" button. The details stated in the order are regarded by the Provider as correct. The Provider shall immediately confirm the conclusion of the agreement to the Client by means of an informational e-mail message to the e-mail address provided by the Client; the text of these Terms and Conditions as applicable on the date of conclusion of the agreement shall also be attached to this message.

3.3. The Provider is entitled to request the Client to authorise the order by an appropriate means, e.g. by telephone or in writing. If the Client refuses to authorise the order in the requested manner, the Provider is entitled to cancel the order.

3.4. The Client agrees to the use of distance communication means when concluding the service agreement. Any costs incurred by the Client in using distance communication means in connection with the conclusion of the agreement (costs of internet connection, costs of telephone calls, etc.) shall be borne by the Client.

3.5. The service agreement, including the Terms and Conditions, is archived by the Provider in electronic form and is not accessible to the Client.

Article 4. Price and Payment for the Order

4.1. The price stated on the Portal is valid at the time of ordering. The price relates to the described Service. In some cases, the following information may also be stated in addition to the price:

a) the lowest price before the discount, which is the lowest price on the Portal at which the Service was offered during the 30 days preceding the commencement of the promotion, or from the commencement of the offer on the Portal if this is shorter than 30 days from the date of the first application of the discount; and/or

b) the original price, which is the price at which the Service was previously offered on the Portal.

4.2. The method of payment of the price is selected by the Client during the ordering of the Service before the completion of the order. The Client may pay the price under the agreement to the Provider by one of the options offered by the Portal. The Provider draws attention to the fact that not all possible payment methods are always offered, i.e. that at the given moment of ordering, the Client's choice may be limited to certain payment methods only.

4.3. An invoice issued on the basis of the agreement between the Provider and the Client also constitutes a tax document. The use of the Service is only possible following full payment of the price for the Service, unless otherwise agreed.

Article 5. Liability for Defects

5.1. The rights and obligations of the contracting parties concerning the Provider's liability for defects in the Service shall be governed by the relevant generally binding regulations, in particular the Civil Code.

5.2. Defects in the ordered Service may be reported to the Provider at the address Penta Clinic s.r.o., Poliklinika Florenc, Křižíkova 2136/2A, 186 00 Karlín, via a data mailbox, or at the e-mail address management.florenc@pentahospitals.cz.

5.3. The Provider shall resolve the complaint without undue delay, and no later than 30 days from the date on which the complaint was made, unless a longer period is agreed with the Client. The Client shall be informed of the resolution of the complaint through the contact details provided in the complaint form; a written record shall also be drawn up regarding the resolution of the complaint.

5.4. The Client is entitled and also obliged to enquire about the progress of the complaint, either in writing at the address Penta Clinic s.r.o., Poliklinika Florenc, Křižíkova 2136/2A, 186 00 Karlín, or by e-mail at: info.florenc@pentahospitals.cz.

5.5. The Client is entitled to reimbursement of costs purposefully incurred in exercising the right arising from defective performance.

Article 6. Withdrawal from the Agreement

6.1. A Client who is a consumer is entitled to withdraw from the agreement without stating a reason and without any penalty, within 14 days from the date of conclusion of the agreement. In order to comply with the withdrawal period under this paragraph, it is sufficient to dispatch the withdrawal from the agreement before the expiry of the relevant period.

6.2. The Client expressly agrees that the Service may be provided to them by the Provider prior to the expiry of the withdrawal period pursuant to clause 6.1 of these Terms and Conditions.

6.3. The Client acknowledges that upon provision of the Service under this agreement, the Client's entitlement to withdraw from the agreement pursuant to clause 6.1 of these Terms and Conditions shall cease.

6.4. For the purposes of exercising the right to withdraw from the agreement, the Client must notify the Provider of their withdrawal from this agreement:

a) at the address Penta Clinic s.r.o., Poliklinika Florenc, Křižíkova 2136/2A, 186 00 Karlín, or

c) at the e-mail address management.florenc@pentahospitals.cz;

by means of a unilateral legal act (for example, by a letter sent through a postal services operator or by e-mail). A Client who is a consumer may use the model withdrawal form, though this is not obligatory.

6.5. Upon receipt of a withdrawal from the agreement, the Provider shall without undue delay confirm its receipt and shall subsequently contact the Client by e-mail or telephone to arrange and/or confirm the further course of action with the Client.

6.6. If the Client withdraws from the agreement pursuant to clause 6.1 of these Terms and Conditions, the Provider shall, without undue delay and no later than 14 days from the day on which the notice of withdrawal from the agreement was delivered to the Provider, refund to the Client all monies received from the Client under the agreement, using the same method of payment. The Provider shall refund the monies received to the Client by a different method only if the Client has consented thereto and provided that no additional costs are thereby incurred by the Client.

6.7. The provisions of this Article 6 of the Terms and Conditions shall not apply to entrepreneurs. The right of an entrepreneur to withdraw from an agreement concluded with the Provider shall be governed exclusively by the relevant provisions of the applicable legislation, unless the contracting parties agree otherwise in the given case.

Article 7. Final Provisions

7.1. By submitting an electronic order, the Client unconditionally accepts all provisions of the Terms and Conditions as applicable on the date of submission of the order, as well as the price of the Service applicable on the date of submission of the order as stated on the Portal, unless otherwise demonstrably agreed in a specific case.

7.2. All time limits set out in these Terms and Conditions shall commence on the day following the event decisive for their commencement (e.g. withdrawal from the agreement, etc.).

7.3. For the purposes of processing the order and fulfilling the concluded purchase agreement, the Provider processes the Client's personal data in accordance with the principles described in detail in the Personal Data Protection document, which is available on the Portal.

7.4. The legal relations and any disputes arising from the agreement concluded between the Provider and the Client on the Portal shall be governed by Czech law. Any disputes shall be resolved by the locally competent courts of the Czech Republic. This shall be without prejudice to the rights of the consumer arising from generally binding legal regulations.

7.5. The Provider excludes, in accordance with the provisions of Section 1740(3) of the Civil Code, the possibility of accepting a contractual proposal with any amendments, additions, or deviations, even where such amendments, additions, or deviations do not materially alter the terms of the proposal. The Provider shall always regard the proposal of amendments, additions,

or deviations and/or the attachment of general terms and conditions or a reference to general terms and conditions to the Client's acceptance of the offer as an impetus for further negotiation on the content of the agreement. The agreement shall not be deemed to have been concluded until its entire content has been agreed between the parties.

7.6. The Provider hereby informs the Client who is a consumer that the body responsible for out-of-court resolution of consumer disputes is the Czech Trade Inspection Authority, whose contact details can be found at www.coi.cz. The consumer has the right to out-of-court resolution of a consumer dispute arising from a purchase agreement or a service agreement. The consumer may also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

7.7. Should any provision of these Terms and Conditions be or become invalid and/or ineffective, this shall not affect the validity and/or effectiveness of the remaining provisions.

7.8. The Provider may amend or supplement the wording of the Terms and Conditions. This provision shall be without prejudice to rights and obligations arising during the period of validity of the previous wording of the Terms and Conditions.

These Terms and Conditions are effective from: