

## I. Introductory provisions

- 1) THE CLINIC s.r.o., ID No.: 46349031, with its registered office at Na Florenci 2116/15, Nové Město, 110 00 Prague 1, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 10611 (hereinafter referred to as "**the Company**") is a private provider of health services pursuant to Act No. 372/2011 Coll, on health services and the conditions of their provision, as amended (hereinafter referred to as the "**Health Services Act**"), in the field of dentistry, which are not covered by public health insurance. The Company provides health services through a healthcare team consisting of healthcare professionals (dentists, dental hygienists and other healthcare professionals) with whom the Company has an employment or other contractual relationship (hereinafter referred to as "**Personnel**").
- 2) These Terms are commercial terms and conditions within the meaning of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**") and are an integral part of the healthcare contract, which the Company concludes with the recipient of health services (hereinafter referred to as the "**Patient**"). If the recipient of health services is a minor, the Patient's legal representative is responsible for the performance of the Patient's obligations under these Terms.
- 3) The Terms regulate the rights and obligations of the Company and the Patient arising under the healthcare contract.
- 4) Prior to the commencement of the provision of health care by the Company, the Patient is obliged to undergo an initial examination, for which a separate healthcare contract will be concluded under these Terms below. During the initial examination and at any time upon request of the Company's Personnel, the Patient is obliged to prove his/her identity to the Company by presenting his/her insurance card, ID card, passport or other identification. The Company's Personnel who conducted the initial examination will then draw up an individual treatment plan for the Patient.
- 5) Health services are provided to the Patient on the basis of an individual treatment plan. Before the treatment plan is drawn up, the Patient is obliged to provide the Company with a completed information form, which is available at the Clinic or can be downloaded from the Company's website. In the information form, the Patient must provide his/her basic personal data, complete an anamnestic questionnaire, read the price list of health services and get acquainted with the information on the processing of personal data. In the anamnestic questionnaire, the Patient is obliged to truthfully provide the Company with any information that could affect the provision and performance of health services or that could result in adverse effects for the Patient in connection with the health services provided, in particular information on health status, serious and infectious diseases, medications taken, injuries and other relevant data.
- 6) The price list of health services is an annex to these Terms. The prices for individual health services listed in the price list are indicative only. The final price for the provided health services will be quoted by the authorised Personnel after the provision of the health service, based on the complexity of the services provided, in particular in terms of the time required and the difficulty of performing procedures within the framework of the health services provided. Information on the processing of patients' personal data is also an annex to these Terms.
- 7) Before concluding a healthcare contract, the Patient is obliged to familiarize himself/herself thoroughly with these Terms including their annexes.

## II. Conclusion of the healthcare contract - reservation of the appointment, reservation fee and deposit

- 1) The healthcare contract is concluded orally and separately for each individual health service specified in the price list according to Article I, paragraph 6) of these Terms in the manner further described in this Article of these Terms.
- 2) In case of interest in the provision of a specific health service, the Patient delivers his/her request to the Company. The Patient may deliver the request to the Company by telephone, in person at the premises where the Company's Personnel provide medical services - i.e. Na Florenci 2116/15 - Prague 1 and Na Hroudě, 1492/4, Prague 10, 100 00 (each of these addresses hereinafter referred to as "**the Clinic**"), or by e-mail or via the Company's website. In the request, the Patient specifies the requested health service, the preferred date of its provision and his/her identification and contact details.
- 3) Together with the request, the Patient is obliged to inform the Company of any changes in his/her health condition compared to the data provided in the information form according to Article I, paragraph 5) of these Terms.
- 4) After the Patient delivers to the Company his/her preliminary request and the data referred to in the previous paragraph, the Company's authorized Personnel will propose to the Patient a date on which the requested health service could be provided, taking into account the work, organizational and capacity load of the Clinic. If both sides agree on the date of provision of the health service, this date will be confirmed to the Patient by the Company. Confirmation of the date constitutes a healthcare contract in relation to the health service in question.
- 5) The Company is not obliged to propose an appointment to the Patient or to enter into a healthcare contract with the Patient on the basis of the Patient's request and to provide health care to the Patient. If the Patient fails to provide the Company with the information required under Article I, paragraph 5) and Article II, paragraph 3) of these Terms, or if the information provided indicates that the requested health service cannot be performed or if the Patient's request is in violation of the provisions of the Health Services Act, the authorized Personnel will notify the Patient.
- 6) The Company reserves the right to cancel a confirmed appointment for the provision of a health service for operational reasons. The Company undertakes to inform the Patient immediately of the cancellation of the confirmed appointment and to propose a new appointment to the Patient. When proposing a new appointment, the paragraphs 4) and 6) of this Article apply. If no agreement is reached on a new appointment, the healthcare contract is cancelled.
- 7) The Patient is obliged to arrive on time for the confirmed appointment for the provision of the health service. The Patient is entitled to cancel the confirmed appointment for the provision of the health service. If the cancellation is not made in a proven manner more than 24 hours prior to the scheduled date, the Company shall be entitled to payment of the contractual penalty under paragraph 11) of this Article below. Proven methods of cancellation are in person at the reception of the Clinic, by e-mail [recepce@the-clinic.cz](mailto:recepce@the-clinic.cz), by telephone or by SMS to +420 604 101 110.
- 8) Prior to the initial examination, the Company is entitled to require the Patient to pay a reservation fee in the amount of the price of the initial examination according to the valid price list of the Company (hereinafter referred to as the "**Reservation Fee**"), especially in cases where the Patient has failed to appear for the previously booked initial examination without a reason. The Company will advise the Patient whether payment of the Reservation Fee is required when booking the appointment. The Reservation Fee paid will be credited towards the cost of the health service provided. The Patient may pay the Reservation Fee by bank transfer to the Company's account, which will be notified to the Patient together with the Reservation Fee quote, or in cash at the Clinic. The Patient is entitled to a refund of the Reservation Fee in the event that the Patient cancels the appointment in a proven manner more than 24 hours before the scheduled date or in the event that the cancellation is due to a reason attributable to the Company. If the Patient is entitled to a refund of the Reservation Fee, the Reservation Fee will be refunded to the Patient in the same manner in which it was paid, unless the Patient specifies otherwise.
- 9) If the Patient fails to pay the Reservation Fee, if applicable, within 5 working days of getting the quote for the Reservation Fee, the contract for the initial examination shall be cancelled. The Company is not obliged to inform the Patient of the cancellation.
- 10) After the individual treatment plan has been drawn up, an estimated price for the treatment plan will be determined by the authorised Personnel according to the Company's price list (the final price of the treatment plan may vary, see Article I, paragraph 6). The Company may require the Patient to pay an advance payment for the implementation of the treatment plan in the amount of 5% of the estimated price of the procedures (hereinafter referred to as the "**Deposit**"), especially in cases where the Patient has previously failed to attend a booked appointment without a

reason. The Company will inform the Patient whether it requires payment of the Deposit at the time of the preparation of the individual treatment plan or at any time during its implementation. The provisions of Article II, Paragraph 8) and 9) of these Terms apply to the payment, use and refund of the Deposit, if applicable. The Deposit paid will be credited towards the cost of the health services provided under the treatment plan until the Deposit is used in full. In the event that the Patient does not complete the treatment plan, the remainder of the Deposit will be refunded (if applicable, the contractual penalty under paragraph 11) of this Article will be deducted from the Deposit).

- 11) In the event that the Patient cancels the booked appointment less than 24 hours before the scheduled date, fails to cancel the booked appointment in a demonstrable manner or fails to attend the booked appointment, the Company is entitled to payment of a contractual penalty in the amount specified on the Company's current price list. The contractual penalty is due on the date of the scheduled appointment. It is not the Company's intention to charge Patients a contractual penalty. The contractual penalty serves to confirm the Patient's commitment to attend the booked appointment and as a lump sum compensation to cover the Company's costs for medical supplies and preparation of the Clinic, medical equipment and the Company's Personnel for the provision of the medical service.
- 12) The Company has the right to use the Reservation Fee or the Deposit to pay the contractual penalty under the previous paragraph.

### III. Payment terms

- 1) The Patient is obliged to pay the price for the provided medical service at the reception of the Clinic at the latest after the service has been performed.
- 2) The Patient is obliged to pay the price for the health service in cash or by card. After approval by the responsible Personnel, the health service provided may be paid by transfer to the Company's bank account, which will be communicated to the Patient for this purpose and within the due date. If no due date is specified, the price of the health service is payable within 7 days of its provision.
- 3) For each payment, the Company will issue to the Patient an invoice – a tax document signed by a responsible Company Personnel.
- 4) In the event of the Patient's delay in payment of the contractual penalty or the price for the provided health services within the period specified in the healthcare contract or these Terms, the Patient is obliged to pay the Company interest on the delay in the amount of 0.02 % of the amount due for each day of delay.

### IV. Obligations of the Company

- 1) In connection with the provision of health care, the Company is obliged to:
  - a. provide the Patient, through its Personnel, with state-of-the-art care consistent with the highest scientific knowledge in modern dentistry;
  - b. ensure that its Personnel treat the Patient in a courteous, respectful and considerate manner with regard to his/her medical condition, respect his/her privacy and communicate with the Patient in such a way that he/she understands the meaning, purpose and significance of the health services provided and the information communicated to him/her;
  - c. allow the Patient or a person designated by the Patient to ask additional questions related to his/her health condition and proposed health services, which must be answered in a comprehensible manner;
  - d. inform the Patient prior to the provision of the health service about his/her health condition within the scope of the Health Services Act, the proposed individual treatment procedure, the treatment plan, the purpose, nature and possible consequences and alternatives to the provision of the health service;
  - e. inform the Patient about the results of the provision of health services and instruct him/her about the conditions of validity of the warranty according to Article VI of these Terms;
  - f. keep and maintain medical records in accordance with the Health Services Act and other related applicable legislation;
  - g. enable the Patient to exercise his/her other rights arising from the Health Services Act and related applicable legislation.

### V. Obligations of the Patient

- 1) In connection with the provision of health services, the Patient is obliged to:
  - a. follow the treatment plan;
  - b. cooperate with the Company's Personnel in the provision of health services, especially in the form of providing and not withholding truthful information about his/her health condition;
  - c. state truthfully the facts relevant to the selection and performance of health services by the Company's Personnel and not to withhold such facts;
  - d. maintain confidentiality regarding any information of which the Patient has become aware in connection with the health services provided;
  - e. accept the taking of photographs by the Company's Personnel to be part of the Patient's medical records;
  - f. behave in the Clinic and other premises of the Company in such a way as to prevent disruption of the Clinic, injury to the health of the Company's Personnel, other persons or damage to the Company's or other persons' property.
- 2) Patient hereby acknowledges that a breach of the obligations under Article V, paragraph 1) a. to c. of these Terms may result, in the event of personal injury, in the reduction of the Company's liability for damage pursuant to Section 2643 of the Civil Code.

### VI. Warranty

- 1) The company does not provide a guarantee for dental procedures (examinations, treatments, dental fillings, dental hygiene, teeth whitening, etc.). The Company shall be responsible for the correct performance of the procedures by the Company's Personnel in accordance with Article IV, paragraph 1) a. of these Terms. In the event of dissatisfaction with the health service consisting in a dental procedure, the Patient has the right to contact the Company with a request for remedy. If the remedy is not provided or the Patient is not satisfied with it, the Patient has the right to file a complaint with the Company in accordance with the Health Services Act. This is without prejudice to the Patient's right to make a complaint under the Health Services Act directly.
- 2) In the case of dental products (bridges, dentures, crowns, dental implants, etc.), the Patient is entitled to exercise the right to claim for defects that occur in the dental product within twenty-four months from the moment of receipt by the Patient. The Patient can claim the defect with the Company.
- 3) In the case of a legitimate claim for remedy of a defective health service or a right arising from a defect in dental products, the Patient is entitled to a remedy free of charge. Other rights of the Patient under applicable law are not affected.
- 4) The Patient has no rights from defective performance if:
  - a. the defect in the dental product is the result of normal wear and tear, exposure to chemicals or extreme physical conditions for which the product was not intended;
  - b. the Patient does not follow the principles of oral hygiene or take care of his/her oral health, does not attend at least twice a year for

- c. dental hygiene and at least twice a year for a preventive check-up;  
the Patient does not follow the treatment plan recommended to him/her or uses the dental product contrary to the recommendation given to him/her by the Company;
- d. the Patient develops systemic diseases affecting physical and mental health such as diabetes, osteoporosis, etc;
- e. the Patient suffers an injury to the head, mouth, teeth or jaw after the provision of the health service in question;
- f. the Patient fails to provide the Company's Personnel with the necessary cooperation in the provision of health services, especially in the form of providing and not withholding truthful information about his/her health condition;
- g. the defect was caused by a previous or subsequent provision of a health service by a healthcare provider other than the Company.

#### VII. Final and other provisions

- 1) By entering into the healthcare contract, the Patient consents to the use of photographs taken pursuant to Article V, paragraph 1) e. of these Terms for the purpose of their anonymised publication within the professional dental community in scientific papers, contributions in professional journals, social media or in discussions within the professional community via the Internet. The Patient may withdraw consent to such use of the photographs at any time; however, the withdrawal of consent shall not affect the use of the photographs that occurred prior to the withdrawal of consent.
- 2) The Company is insured for damage caused by the provision of health services through Contract No. 1200130657 (Liability Insurance of Healthcare Providers) concluded with Pojišť'ovna VZP, a.s.
- 3) The parties expressly agree that the healthcare contract, including these Terms and their annexes, and all relations arising therefrom are governed exclusively by Czech law, in particular the Civil Code. If any provision ceases to be valid or is found to be invalid, the other provisions shall remain valid. The Parties undertake to replace the invalid provisions with provisions corresponding to the legal order of the Czech Republic.
- 4) The Company reserves the right to change these Terms. In the event of changes to the Terms, the healthcare contract will be governed by the version of the Terms under which it was concluded.

These Terms and Conditions became effect on 6.4.2022

