

# GENERAL CONDITIONS FOR THE PACKAGE OF ADDITIONAL SERVICES

provided by the general practice MUDr. Youngová & spol., s.r.o.

## Introduction and voluntary nature of the package of additional services

1. MUDr. Youngová & spol. s.r.o., ID No: 24676772, with its registered office at Vítězné náměstí 829/10 Bubeneč 160 00 Prague 6, a company registered in the Commercial Register maintained by the Municipal Court in Prague, under file No. C 165343 (hereinafter referred to as "the Company"), provides medical and preventive health services primarily within the framework of contracts with public health insurance companies (hereinafter referred to as "the Practice"). The Company also provides certain related services for a fee to subscribers of the extended services package (hereinafter referred to as "the Package").
2. Services provided within the Package are not covered by public health insurance, and the subscriber (hereinafter referred to as "Subscriber" or "Patient") is aware that they are not obliged to subscribe to the Package and that if they have valid public health insurance, they are entitled to medical and preventive health services to the extent of the valid contracts between the Company and public health insurance companies, even without subscribing to the Package. Subscription to the Package is entirely voluntary, and the Company does not condition the provision of services covered by public health insurance on subscription to the Package, nor does it prioritize Package subscribers over other patients with public health insurance within the scope of services covered by public health insurance. The Package in no way replaces public health insurance nor is it an alternative to it.

## Contract for the provision of services

3. The Patient joins the Package by entering into a service provision contract (hereinafter referred to as the "Contract"). The Contract with the Patient is concluded at the moment of crediting the payment for ordered services to the Company's account, by making the payment via credit card or another payment method, or by handing over the payment in cash. In accordance with § 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), the content of the Contract is determined by these business conditions (hereinafter referred to as the "Conditions").
4. If the Patient concludes the Contract online (remotely), they are entitled to use the ordered services from the moment the payment for the ordered services is credited to the Company's account. If the Patient concludes the Contract in person, they are entitled to use the services from the moment of payment of the contractual price.
5. The Patient is obliged to familiarize themselves with the Conditions before concluding the Contract. The Contract can only be concluded based on the unconditional acceptance of the Conditions by the Subscriber. The contractual parties exclude the application of § 1751 paragraph 2 sentence one of the Civil Code.
6. The Contract can be concluded in Czech or English language. The Patient chooses the language of the Contract. The Conditions of the Contract will be provided to the Patient in written form or sent electronically (e.g., as a web link sent in the form of a message in the Emmy application, see paragraph 11 below) with confirmation of the order completion.

## Changes to the Conditions

7. The Subscriber acknowledges that the Company is entitled to unilaterally change the Conditions. Patients will always be informed about such changes at least thirty (30) days before the new Conditions take effect electronically (via a message in the Emmy application, see paragraph 11 below, or by email), always indicating the wording of the new Conditions or by sending a link to the website where the new Conditions are available. The new Conditions will also be published on the Company's website at [www.young.co.cz/en/podminky-programu](http://www.young.co.cz/en/podminky-programu). The Patient agrees to this unilateral change of Conditions by the Company.
8. The Patient is entitled to reject changes to the Conditions and to terminate the Contract for this reason in writing the day before the new Conditions take effect, within fourteen (14) days of learning about the change in Conditions, but no later than fourteen (14) days after receiving notification of the change in Conditions. The day of delivery of such notification is considered to be the third (3rd) day following the sending of the notification of the change in Conditions electronically (via a message in the Emmy application, see paragraph 11 below, or by email). If the Company proves that the notification was delivered earlier, the earlier date is considered the day of delivery.
9. If the Patient terminates the Contract due to a change in Conditions, the Company will refund the fee for services that the patient was to use according to the Contract even after the new Conditions become effective, but will not use due to the voluntary termination of the Contract, based on the ratio of the remaining time until the end of the Package's validity to the total duration of the Package's validity based on the Patient's last payment.
10. The Subscriber also acknowledges that the Company is entitled to unilaterally expand the Conditions in connection with the introduction of any new services. In this case, the Conditions will be supplemented in the form of annexes. The Patient agrees that the introduction of a new service and the expansion of the Conditions related annex, which does not modify the existing Conditions and only specifies the conditions for providing the new service or services, does not give the Patient the right to terminate the Contract.

## Remote communication

11. Remote communication between the Company and the Subscriber (including contractual matters), not conducted by telephone, will exclusively occur through the Emmy application, available at [www.sestraemmy.cz](http://www.sestraemmy.cz) (hereinafter referred to as "Emmy"). The Company does not communicate with the Subscriber via email – electronic mail. To participate in the Package, the Subscriber must therefore have access (an account) set up on the website [moje.sestraemmy.cz](http://moje.sestraemmy.cz) and must also agree to the contractual conditions for providing this service.

## The scope of services in the Package

12. Within the Package, the Company offers the following extended services for a flat fee (see articles 18 and 19 below) to Subscribers with valid public health insurance:
  - a. a dedicated telephone line, where if the Company cannot immediately answer the Subscriber's call, the Company's staff will call back;
  - b. appointments at selected times outside the office hours guaranteed based on contracts between the Company and public health insurance companies (hereinafter referred to as "Contractual Office Hours");
  - c. remote consultations without limitation by the Subscriber's health insurance company, with the option to schedule a specific time for a telephone consultation; however, remote

- consultations are only possible in clinically justified cases and the possibility of a remote consultation in a specific case is decided by the Company's professional staff;
- d. sending all documents in electronic form (however, the Company does not guarantee that third parties must accept documents sent in this way);
  - e. sending results of all laboratory tests without request from the Subscriber, along with a doctor's comment.
13. Within the Package, the Company offers the following extended services for a flat fee (see articles 18 and 19 below) to Subscribers without valid public health insurance, but only if the Subscriber pays the full price of the Package for persons without valid public health insurance:
- a. a dedicated telephone line, where if the Company cannot immediately answer the Subscriber's call, the Company's staff will call back;
  - b. appointments at selected times outside the Contractual Office Hours;
  - c. remote consultations up to a maximum of 5 in any 12 month period, with the option to schedule a specific time for a telephone consultation; however, remote consultations are only possible in clinically justified cases and the possibility of a remote consultation in a specific case is decided by the Company's professional staff;
  - d. sending all documents in electronic form (however, the Company does not guarantee that third parties must accept documents sent in this way);
  - e. sending results of all laboratory tests without request from the Subscriber, along with a doctor's comment; and
  - f. the option to have a repeat prescription issued free of charge and without a personal visit to the Company's offices; this option is only available in clinically justified cases and the possibility of issuing a prescription remotely in a specific case is decided by the Company's professional staff; this option is also available only if the Subscriber has undergone a preventive or similarly comprehensive examination in person at the Company's headquarters within a maximum of 24 months before requesting a repeat prescription.

### **Guaranteed service levels**

14. The Company will make efforts that can reasonably be expected to comply with these service quality levels:
- a. if the Subscriber cannot reach the dedicated telephone line, the Company's staff will call back within one working day;
  - b. availability of appointments outside the Contractual Office Hours or within the Contractual Office Hours within one (1) working day; and
  - c. sending results of laboratory tests no later than seven (7) working days after their delivery to the Company.

The Company, however, provides no firm guarantees to Subscribers to the Package, i.e. in rare cases there may be temporary interruptions in service provision or a deterioration in their quality.

15. For services described in paragraphs 12b / 13b and 12c / 13c / 13f above, the Company commits to processing the request submitted by the Patient by the end of the Subscriber's participation in the Package, even if the actual processing of the request occurs after the Subscriber's participation in the Package has ended. The Company commits to providing services described in paragraphs 12a/13a, 12d/13d, and 12e/13e above only during the valid participation of the Subscriber in the Package.
16. For the service described in paragraph 12a / 13a, the Company will attempt to call the Subscriber three (3) times, always from the number +420 222 366 166. If after three attempts the Subscriber still does not answer the call or the called number is not functional, the Company is no longer

obliged to contact the Subscriber in this matter, and if the Subscriber remains interested in the service, they must submit a new request.

17. For the service described in paragraph 13f, the Company is not obliged to fulfill a request for a repeat prescription if, according to the Company, a clinical reason requires the Patient's visit to the doctor (usually such a visit is required at least once (1) every six months). In case of refusal to issue a repeat prescription, the Company will notify the Subscriber of such refusal via a message in Emmy or SMS to the Subscriber's phone number provided to the Company.

### **Pricing of the Package, Payment, and Refund**

18. The Subscriber pays for the Package in advance for one year and becomes a Subscriber based on the payment credited to the Company's account or paid in cash or by card in the office for the benefit of the Company in accordance with these Conditions. Before the Company receives the payment in cash or by card or the payment is credited to the Company's account, the Subscriber is not entitled to the services within the Package, unless they already have a valid Package based on a past payment. The Subscriber acknowledges that crediting the payment to the Company's account may take a reasonable time after making the payment by bank transfer or via an online payment gateway, and thus it may take a reasonable time before the Subscriber gains full access to the services within the Package; this reasonable time usually does not exceed ten (10) minutes.
19. The Company is not authorized to adjust the price of the Package during the prepaid period of participation; the price can only be adjusted at the renewal of the Package, i.e., after the expiration of the prepaid period. The price list of the Package valid as of the date of effectiveness of these general contract conditions is as follows:
  - a. Annual Package in Czech for Subscribers with valid public insurance – 1 490 CZK
  - b. Annual Package in English for Subscribers with valid public insurance – 1 990 CZK
  - c. Annual Package (regardless of language) for Subscribers without valid public health insurance – 4 990 CZK

The price list and Conditions for providing services are always valid for the duration of the ordered period (duration of the Contract), i.e., for one (1) year. After the termination of the Contract for any reason, the Patient does not have the right to extend the Contract under the original conditions and at the original price, if there was a change in the Conditions or price list during the duration of the Contract.

20. Since the majority of services provided by the Company are medical services, the Company is not a VAT payer. If the Company becomes a VAT payer, it reserves the right to adjust the price list accordingly.
21. The Subscriber has the right to a refund of the services paid for within the Package, either partially or in full, only in the case of their non-provision by the Company or other legal reasons, i.e., not for other reasons such as re-registration to another healthcare provider, termination of the Subscriber's public health insurance, or termination of providing medical services to the Subscriber (i.e., care for the Subscriber as a patient) in accordance with § 48 of Act No. 372/2011 Coll. on health services, as amended. The Company refunds the paid price or part of it whenever the Patient validly withdraws from the Contract. The Company refunds the price of services or part of it whenever the Company terminates its activities or does not fulfill its obligations from the Contract for more than a reasonable time in accordance with these Conditions. The refund will be processed similarly as per paragraph 9 of these Conditions.

## Company contact information

22. The Company's contact information is as follows:

Telephone: +420 222 366 166

Emmy: [sestraemmy.cz/young-co](https://sestraemmy.cz/young-co)

Email: [ordinace@young.co.cz](mailto:ordinace@young.co.cz)

Address: Vítězné náměstí 829/10, 160 00 Prague 6 – Bubeneč

## Withdrawal from the Contract, duration of the Contract

23. Both the Company and the Patient are entitled to withdraw from the Contract only for reasons set by mandatory provisions of Czech legal regulations, especially the Civil Code.
24. The Contract is concluded for a fixed period of one (1) year. The Company is entitled to contact the Patient before the end of the Contract to inquire whether the Patient wishes to enter into a new Contract under the current Conditions.
25. Withdrawal from the Contract can be made by written withdrawal addressed to the other contractual party, either via a message in Emmy or by registered post. Any withdrawal is effective upon delivery of the notice of withdrawal. The delivery date of such notice is considered to be no later than the third (3rd) day following the sending of the notice of withdrawal in Emmy, or no later than the fifteenth (15th) day following the posting of the withdrawal. If the Company proves that the notice was delivered earlier, the earlier date is considered the delivery date.
26. In case of withdrawal from the Contract by the Patient, the Company does not refund the payment for the period in which the Patient used or could have used the relevant services. In case of withdrawal from the Contract by the Company, the Company will refund a portion of the payment calculated based on the ratio of the remaining time until the end of the Package's validity to the total duration of the Package.
27. The Patient has the right to withdraw from the Contract within fourteen (14) days of concluding the Contract, without stating a reason.
28. If the Contract was concluded remotely (online), the Patient acknowledges that during the withdrawal period according to article 27, the Company provides services according to these Conditions only if the Patient explicitly requests them. If such services are provided and the Patient subsequently exercises their right to withdraw from the Contract according to article 27, the Company will refund only a portion of the payment calculated based on the ratio of the remaining time until the end of the Package's validity to the total duration of the Package, in accordance with § 1834 of the Civil Code.

## Corrections to the Contract

29. The Patient is entitled to contact the Company at any time to correct an error in the Package order, using the contact details provided in paragraph 22 of this Contract.

## Trade names

30. The Company is entitled to refer to the Package using the trade name "Komfort+" (formerly also "Care+") and to refer to the Package Subscriber as a "client" of the Package.

## Company Conduct Rules

31. The Company, its employees, and suppliers adhere to binding rules for providing healthcare services in the Czech Republic, particularly, but not exclusively, Act No. 372/2011 Coll., on health services, as amended.
32. The Company reserves the right to apply its internal rules and manage its operations in accordance with these rules, including under § 48 paragraph (2)(d) of the Health Services Act, as amended. The Patient agrees that adjustments to the internal rules do not necessitate a change to these Conditions. The Company's internal rules are publicly available at the Company's headquarters and also on the Company's website ([www.young.co.cz](http://www.young.co.cz)).

## Out of court dispute resolution

33. The contractual parties commit to resolving any disputes arising from the Contract or Conditions amicably, including with the help of a mediator, who may be the Czech Medical Chamber (<http://www.lkcr.cz>) for these purposes.
34. The Patient is always entitled to seek to enforce their rights from the Contract and these Conditions at the relevant court.

Effective from January 15, 2024, these general conditions apply to patients who are already enrolled in the Package under the previous version of the conditions. For new patients entering into a contract, these conditions become effective as of December 22, 2023.

MUDr. Youngová & spol., s.r.o.  
MUDr. Adriana Youngová, Director