

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. The company MUDr. Youngová & spol., s.r.o., number 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, file no. C 165343 ("the Company") provides curative and preventive health care mostly under contract with the public health insurance companies of the Czech Republic, and does so at the general practice located at the registered office of the Company ("the Practice"). The Company also provides some related services paid for by patients who purchase its package of extended services ("the Package").
2. Services provided as part of the Package are not covered by public health insurance and the subscriber to the Package ("the Subscriber" or "the Patient") is aware that s/he is not required to participate, and that if s/he has valid public health insurance, is under no requirement to purchase the package and is entitled to curative and preventive health services to the extent set out in the contracts between the Company and public health insurance companies. Subscription to the Package is entirely voluntary and the Company does not make the provision of services covered by public health insurance conditional upon subscription to the Package, nor favour Clients with the Package compared to other patients with public health insurance within the provision of services covered by public health insurance. The Package is not a replacement for health insurance nor an alternative to it.

Contract for the provision of services

3. The Patient subscribes to the Package by concluding a service contract ("the Contract"). The Contract is concluded with the patient at the moment when the Subscriber's payment arrives on the bank account of the Company, payment is made remotely using a credit card or other payment method, or in cash or by card in person at the Practice. In accordance with article 1751 of Act No. 89/2012 Coll., the Civil Code, as amended ("the Civil Code"), the content of the Contract is established by these terms and conditions ("the Conditions").
4. The Contract is concluded at the moment when the Client's payment arrives on the bank account of the Company or when payment is made in cash, by card or by another payment method; if the Patient concludes the Contract online (i.e. at a distance), s/he is entitled to make use of the requested services from the moment that payment to the Company is made. The Subscriber accepts that in case of later withdrawal from the Contract, s/he will not be eligible for a refund of the payment for the period during which the Package was used or could have been used. If the Patient enters into the Contract in person, s/he is also entitled to make use of the services immediately following payment of the contractual price.
5. The Patient is required to familiarise him/herself with these Conditions prior to entering into the Contract. The Contract may only be concluded on the basis of unconditional acceptance of the Conditions by the Subscriber. The Parties exclude the application of the first sentence of paragraph 2 of article 1751 of the Civil Code.
6. The Contract may be concluded in Czech or English. The Patient chooses the language of the Contract. The Conditions of the Contract are provided to the Patient in written form or are sent to the Patient by email together with confirmation of completion of his/her order.

Changes to the Conditions

7. The Subscriber acknowledges that the Company is entitled to change unilaterally the Conditions to a reasonable extent. The patient will always be informed by e-mail or by post of any such change, and the new Conditions will also be posted on the Company's website at www.young.co.cz/conditions. The Patient agrees with unilateral changes to the Conditions by the Company.
8. The Patient is entitled to terminate the Contract in writing within fourteen (14) days from the moment s/he learned of changes in the Conditions, but no later than 14 days from notification of changes in the Conditions. The day of receipt of such a notice shall be deemed not later than the third day following the sending of the notice of the changes in the Conditions by e-mail, and no later than the fifteenth day following changes to the Conditions sent by post. If the Company can demonstrate that the notice was delivered earlier, the earlier date is considered as the date of receipt.
9. If the Patient terminates the Contract because of changes to the Conditions, the Company will within fourteen (14) days of receipt of such a notice of termination return to the Patient the fee for the services that the Patient would have enjoyed after the date of receipt of the notice, but which owing to his/her voluntary termination of the services the Patient will not use, based on the ratio of the time remaining to the end of the Package to the total length of the Package and the last payment made by the Patient.
10. The Subscriber further acknowledges that the Company is entitled to extend unilaterally the Conditions upon the introduction of any new services. In this case, the Conditions will be supplemented in the form of an annex. The Patient agrees that the introduction of new services and extension of the Conditions by an associated annex that does not amend the existing Conditions and only specifies the conditions for the provision of the new service or services does not entitle the Patient to terminate the Contract.

Identification of the Patient

11. When using services provided under the Package remotely via applications at the addresses oasys.young.co.cz and/or portal.young.co.cz, the Patient is required at each logon to identify him/herself, either with a password for the site, or by using a password for the site together with a code sent to a mobile phone that the Company has on record as the mobile phone for communication with the Patient. Initially and upon every password reset, the patient must also specify his/her email address for communication with the Company, to which a logon code will be sent. In case of unsuccessful identification of the Patient, he/she will be informed directly online and may contact the Practice for help in resolving the problem.
12. During contact by telephone, the Patient must verify his/her identity by means of a password, which s/he chose in the written *Informed consent for the provision of information concerning a patient's state of health* (for consents signed up to and including 30th April 2018), or the *Consent to the processing of personal data* under the Regulation of the European Parliament and the Council (EU) 2016/679 of 27 April 2016 (for consents signed from 1st May 2018 onwards).

The range of services in the Package

13. As part of the Package the Company provides these additional services for a flat fee (see articles 18 and 19 below):
- a. the ability to request a telephone consultation where the doctor calls the Subscriber back (only available for mobile numbers and fixed lines with standard tariffs in the Czech Republic);
 - b. appointments outside of the hours of service provided for by the contracts between the Company and the public health insurance companies;
 - c. the ability to communicate with the Practice by e-mail or via the patient portal (the Portal described in article 22 below);
 - d. online appointments using the system available at oasys.young.co.cz (we do not make appointments via e-mail);
 - e. the ability to make an electronic request for a repeat prescription;
 - f. the option to leave a voice message on the answering machine operated by the Company and to expect a response to this message; and
 - g. unlimited free application of vaccines to the Subscriber (the price of the vaccines themselves is charged in line with the Company's current price list).

Guaranteed service levels

14. The Company will make efforts that can reasonably be expected to comply with these service quality levels:
- a. call back from a doctor within one (1) week of receipt of the application (mostly because some doctors work at the Company only once a week), but usually within two (2) working days;
 - b. availability of standard appointments within two (2) working weeks;
 - c. replies to emails within one (1) week, but usually within two (2) days (for the same reason as in the case of point a);
 - d. the availability of the online appointment system at oasys.young.co.cz 99% of the time;
 - e. delivery of a repeat prescription within two (2) working days from receipt of the request; and
 - f. response to an answerphone message within one (1) week, but usually within two (2) days (for the same reason as in the case of point a).

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 the services described in paragraphs 13a, 13b, 13c, 13e and 13f above, the Company will resolve any requests made by the Patient up to the end of his/her subscription to the Package, even if this means that the actual execution of the request takes place after the termination of the subscription to the Package. The Company undertakes to provide the services described in paragraphs 13d and 13g only during the period when the Subscriber holds a valid subscription to the Package.
16. For the services described in paragraph 13a, the Company will seek to call the Subscriber three times, always from the number +420 222 366 166. If after three attempts the Subscriber still has not taken the call or the number dialled does not work, the Subscriber must submit a new request.
17. For the services described in paragraph 13e, the Company is not required to issue the repeat prescription, if an examination in person is necessary for clinical reasons (usually such a visit is required at least once a year). In case of refusal to issue a repeat prescription, the Company shall notify the Subscriber via email or SMS.

Pricing of the Package, payment and refund

18. The Subscriber pays for the Package in advance for a certain period (e.g. two weeks or one year) and becomes a Subscriber on the basis of payment made to the Company in accordance with these Conditions. The shortest possible period of use of services under the Package is two weeks. Before the Company receives payment in cash, via payment terminal, through an internet payment gateway in favour of the Company or via credit of a bank transfer to the account of the Company, the Subscriber is not entitled to services provided under the Package, unless s/he enjoys an existing Package that is valid based on a previous payment. The Subscriber acknowledges that it may take a reasonable period of time after making payment through an internet payment gateway before the Subscriber gains full access to the services provided under the Package, usually not more than ten minutes.
19. The Company is not entitled to adjust the price of the Package during the pre-paid subscription period; the price can only be adjusted upon renewal of the Package, i.e. after the expiry of the subscription period. The price list for Packages valid at the time when this contract was concluded is as follows:
 - Standard annual standard Package with English – 1500 CZK
 - Annual Package for patients 65 years or older with English – 750 CZK
 - Annual Package for students who prove their status as a student using a commonly recognised student identity card, with English – 750 CZK (in this case, the Company has the right to require that the Subscriber present a student identity card in person or send a copy by email)
 - Annual Package for persons with third degree disability or equivalent who prove their status with an appropriate official document, or for persons with a valid ZTP / P pass or equivalent, with English – CZK 750 (in this case, the Company has the right to require the Subscriber to present the relevant document in person, or send a copy by e-mail)
 - Two-week Package with English – 625 CZK

Services under the above Packages are provided in English (mostly orally) and in Czech (mostly in written form); the Package does not grant the Subscriber any right to request written outputs in English and the Company does not undertake to provide any written outputs in English (if it does provide such outputs, they may be subject to a surcharge based on the Company's current price list). The price and Conditions for the services provided are always valid for a maximum period equal to the length of the Subscription (the Contract). Upon Contract termination for any reason the patient is not entitled to an extension of the Contract under the original terms and/or for the original price, if during the term of the Contract the Conditions and price list have changed.

20. Given that the vast majority of services provided by the Company are healthcare services, the Company is not subject to VAT. In the event that the Company becomes subject to VAT, the Company reserves the right to adjust the price list in this context.
21. The Subscriber is entitled to reimbursement of the services paid for under the Package, whether in part or in whole, only in case of failure on the part of the Company to provide them or for other legal reasons, i.e. not for other reasons, such as registration with another healthcare provider, termination of the public health insurance of the Subscriber, or termination of the provision of medical services to the Subscriber (ie. care of the Subscriber as a patient) in accordance with § 48 of Act No. 372/2011 Coll. on Health Services, as amended. The Company will refund the price paid, or part thereof, whenever a patient withdraws from the Contract in accordance with it. The Company will also reimburse the cost of services or part thereof should it cease to operate or if it fails to meet its obligations under the Contract in accordance with these Conditions for more than a reasonable period of time. Refunds will be processed in a manner analogous to that set out in paragraph 9 above.

Conditions for use of the Company's internet portal

22. The online appointment and information system available on oasys.young.co.cz and/or portal.young.co.cz (the Portal) is used for electronic booking of appointments in the Practice of the Company and for other online services provided by the Company. Only Subscribers to the Package have access to the full functionality of the Portal.
23. The User is any current or future patient of the Company who wishes to use the Portal and registers within the Portal to do so. The portal is run by the Company.
24. If the Patient's appointment is cancelled
 - (i) less than 24 hours before the appointment is due,
 - (ii) more than one hour after receiving a reminder of the appointment in the form of a text or email message or
 - (iii) the User arrives late for the appointment or does not come at all,then the ability of the User to make further appointments is blocked and the User's next appointment must be made in person at the practice.
25. Paragraph 24 above shall not apply in cases of force majeure.
26. When making an appointment personally at the practice, the User shall indicate to the nurses his/her intention to reactivate the ability to make appointments electronically or by telephone. After making an appointment in person, the ability of the User to make appointments using the Portal will be reactivated and the next appointment can again be made electronically or by telephone. If the Patient breaks the conditions listed in paragraph 24 above at least three times during twelve consecutive months, the Company reserves the right not to provide the Package further to the User or Patient.

Conditions for the processing of personal data

27. To open an account in the Portal a patient who wishes to use this system is required to provide the prescribed information. Prior to or after opening an account for the Portal, the patient must give (sign) *Consent to the processing of personal data* in person in the Practice pursuant to paragraphs 28 and 29 below (i.e. *Informed consent for the provision of information concerning a patient's state of health* signed up to and including 30. 4. 2018 is not sufficient). Otherwise the Company will not be able to identify the Patient sufficiently securely in line with paragraph 11 above and the functionality of the Portal will be limited.
28. Personal data of patients are treated in accordance with these Conditions. The processing of personal data is governed by an internal procedure regulating the use of personal data of patients of the Company and the patient's consent, if the patient has granted such a consent to the Company. A patient is entitled to refuse to give consent to the processing of personal data, or to choose the extent to which s/he consents with the processing of personal data beyond the minimum necessary.
29. A sample consent form is available for inspection at the Practice of the Company and is available online at www.young.co.cz/personal-data.

Company contact information

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

Telephone: +420 222 366 166

Email: ordinace@young.co.cz

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

Withdrawal from the Contract

31. The Company and the Patient are entitled to withdraw from the Contract only on the grounds laid down by mandatory provisions of Czech legislation, particularly the Civil Code.
32. A party may withdraw from the Contract by written notice of withdrawal from the Contract addressed to the other Party, delivered either by email or by registered post. Any withdrawal is effective upon receipt of the notice of withdrawal. The day of receipt of such a notice shall be deemed to be not later than the third (3) day following the dispatch of the notice of withdrawal by email, or no later than the fifteenth day following dispatch by post. If the Company can demonstrate that the notice was delivered earlier, the earlier date is considered as the date of receipt.
33. In case of withdrawal from the Contract by the Patient, the Company does not return payment for the period during which the Patient used or could have used the relevant services.
34. The Patient has the right to withdraw from the Contract within fourteen days following the conclusion of the Contract without giving any reason.

Corrections to the Contract

35. The Patient is entitled at any time to contact the Company to correct an error in his/her order for the Package, at the contact information listed above in paragraph 30.

Rules of conduct of the Company

36. The Company and its employees and suppliers comply with mandatory rules for the provision of health services in the Czech Republic, particularly, but not exclusively, Act No. 372/2011 Coll. on Health Services, as amended.
37. The Company reserves the right to draw up an internal regulation governing the operation of the Practice in accordance with article 48 para. (2) (d) of the Act on Health Services, as amended. The Patient agrees that the introduction of such an internal regulation does not imply any change in these Conditions.

Out of court conflict resolution

38. The parties undertake to settle any disputes arising from the Contract or the Conditions of the Contract by agreement and amicably, with the possible assistance of a mediator, which for this purpose may be Czech Medical Chamber (<http://www.lkcr.cz>).
39. The Patient is always entitled to enforce his/her rights under the Contract and these Conditions before the competent court.

Annex No. 1 (“the Annex”) to the general conditions for the package of additional services provided by the general practice MUDr. Youngová & spol., s.r.o. (“the Conditions”) in the sense of paragraph 10 of the Conditions

1. Paragraph 19 of the Conditions is replaced by the following text:

“19. The Company is not entitled to adjust the price of the Package during the pre-paid subscription period; the price can only be adjusted upon renewal of the Package, i.e. after the expiry of the subscription period. The price list for Packages valid at the time when this contract was concluded is as follows:

- *Standard annual standard Package with English – 1500 CZK*
- *Annual Package for patients 65 years or older with English – 750 CZK*
- *Annual Package for students who prove their status as a student using a commonly recognised student identity card, with English – 750 CZK (in this case, the Company has the right to require that the Subscriber present a student identity card in person or send a copy by email)*
- *Annual Package for persons with third degree disability or equivalent who prove their status with an appropriate official document, or for persons with a valid ZTP / P pass or equivalent, with English – CZK 750 (in this case, the Company has the right to require the Subscriber to present the relevant document in person, or send a copy by e-mail)*
- *Two-week Package with English – 625 CZK*

The Company offers a reduction in these prices (“loyalty bonus”) if the Subscriber makes the payment for renewal of the Package before the end of the validity of the existing Package, as follows:

- *Standard annual standard Package with English and loyalty bonus – 1200 CZK*
- *Annual Package for patients 65 years or older with English and loyalty bonus – 600 CZK*
- *Annual Package for students with English and loyalty bonus – 600 CZK*
- *Annual Package for persons with third degree disability or equivalent with English and loyalty bonus – CZK 600*
- *(Two-week Package with English – no reduction)*

In case of renewal of subscription to the Package after the expiration of the existing Package, the duration of the newly purchased Package will be determined so that the ratio between this duration and the standard annual duration is the same as the ratio of the price paid to the price without the loyalty bonus. This provision does not affect the Subscriber’s rights under paragraph 34 above.

Services under the above Packages are provided in English (mostly orally) and in Czech (mostly in written form); the Package does not grant the Subscriber any right to request written outputs in English and the Company does not undertake to provide any written outputs in English (if it does provide such outputs, they may be subject to a surcharge based on the Company’s current price list). The price and Conditions for the services provided are always valid for a maximum period equal to the length of the Subscription (the Contract). Upon Contract termination for any reason the patient is not entitled to an extension of the Contract under the original terms and/or for the original price, if during the term of the Contract the Conditions and price list have changed.”

2. The Company is also entitled to refer to the Package using the brand name “Care+” and a Subscriber to the Package as a “client”.
3. The Company provides Subscribers to the Package with a separate telephone number and email address.
4. This Annex No. 1 to the Conditions is valid and effective and is an integral part of the Conditions from 1. 4. 2019.

Annex No. 2 (“the Annex”) to the general conditions for the package of additional services provided by the general practice MUDr. Youngová & spol., s.r.o. (“the Conditions”) in the sense of paragraph 10 of the Conditions

1. Paragraph 13 of the Conditions is extended to include the following new point:

„h. the ability to arrange a remote consultation with a doctor at an agreed time, either by phone or by video call; However, the Subscriber acknowledges that only some difficulties can be resolved remotely and the Company reserves the right to refuse to arrange any remote consultation in favour of a consultation in person at the Practice. The Subscriber further acknowledges that it is possible that this service will be available in part or in full to all patients in the future due to its payment by the public health insurance companies, and that this possible change does not constitute grounds for termination within the meaning of paragraph 8 of the Conditions.”

2. This Annex No. 2 to the Conditions is valid and effective and is an integral part of the Conditions from 1. 7. 2020.