

GENERAL TERMS AND CONDITIONS OF ONE-DAY SURGERY BY MY CLINIC

The General Terms and Conditions of One-Day Surgery by My Clinic (hereinafter referred to as the "GTC") govern the relationship between MyClinic s.r.o., with its registered office at Generála Píky 430/26, Dejvice, 160 00 Prague 6, Czech republic, ID No.: 01490575, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 207465 (hereinafter referred to as "My Clinic"), and a natural person (hereinafter referred to as the "Client") who is interested in receiving one-day surgery services (hereinafter also referred to as the "Procedure").

The Client acknowledges that the medical services provided are not covered by public health insurance, as My Clinic does not have contracts with the respective health insurance companies. The Procedure will be paid for in full by the Client either on a self-pay basis (direct payment by the Client) or through the direct billing system (direct payment by a foreign insurance company).

The Client acknowledges that the intended result may not be achieved even with the highest level of professional care. The medical services provided as part of the Procedure are non-transferable to another person.

The Client acknowledges that in connection with the performance of the Procedure, My Clinic will process the personal data of the Client and possibly also the data of close persons, primarily for the fulfillment of legal and contractual obligations (processing necessary for the safe execution of the Procedure and proper maintenance of medical records), My Clinic's legitimate interest (demonstrating the proper course of the Procedure, addressing potential complaints), and possibly also based on the Client's consent. More detailed information on the processing of the Client's personal data is published on My Clinic's One-Day Surgery website at www.onedaysurgery.cz.

For the successful execution of the Procedure, the Client is obliged to comply with the following obligations and regime measures:

Client Obligations:

- Attend the Procedure on time at the pre-agreed date.
- Present a valid identification document.
- Accurately complete the Entry Form and Health Questionnaire and truthfully inform the physician about their health condition, including infectious diseases, medications, addictive substances, and other relevant facts.
- Provide My Clinic with their relevant medical documentation in a timely manner and, upon request, provide necessary supplements and explanations.
- Submit pre-operative examination results to My Clinic (unless conducted directly at My Clinic) at least 5 working days before the Procedure; such examinations must not be older than 14 days.
- Truthfully inform My Clinic of any changes in health status occurring between the last visit to My Clinic and the time of the Procedure.
- Immediately inform My Clinic of any acute health issues (e.g., respiratory illnesses, cold sores, etc.).
- Sign informed consent for anesthesia, hospitalization, and the Procedure.
- Ensure that the Procedure is not performed in the event of their pregnancy.

Mandatory Regime Measures:

- Follow all My Clinic's instructions regarding pre-operative and post-operative care.
- Refrain from smoking and consuming alcohol or addictive substances for at least 24 hours before the Procedure.
- Refrain from consuming any food and carbonated or dense beverages (juice, milk, etc.) on the day of the Procedure (starting from midnight). On the day of the Procedure, the Client may drink only non-carbonated water or tea (without lemon, milk, etc.) in small quantities.

- Arrange for appropriate accompaniment for transportation to home care and ensure supervision for at least 24 hours after the Procedure.
- Comply with the internal regulations of My Clinic, available at www.onedaysurgery.cz.

The Client acknowledges that in the event of non-compliance with the above obligations, mandatory regime measures, or the My Clinic Internal Regulations, the Procedure may be canceled by My Clinic, or the treatment prematurely terminated. In such cases, My Clinic is entitled to cancellation fees as per the rules set out below.

Procedure Date

The date of the Procedure is determined by mutual agreement between the Client and My Clinic.

If the Client wishes to change the agreed Procedure date, My Clinic will offer a new date and possibly inform the Client of a price change if there has been an increase in the cost of services or materials in the meantime. If the Client does not accept the new date or price and cancels the agreed date, the cancellation terms below will apply.

If the Procedure is canceled by My Clinic due to the physician's illness, technical issues, or other force majeure events (e.g., natural disasters, wars, epidemics), My Clinic will offer the Client a new Procedure date. If the Client is not interested in rescheduling, My Clinic will refund the paid price of the Procedure or deposit. In such a case, the Client is not entitled to compensation for damages.

Payment for the Procedure and Cancellation Terms

A. Self-Paying Client

The Client agrees to pay a deposit of 25% of the Procedure price when booking the Procedure date. The Client acknowledges that the Procedure date is reserved only upon payment of the deposit. The remaining balance of the Procedure price is due 5 working days before the Procedure date.

Cancellation Terms:

- My Clinic is entitled to a cancellation fee of 25% of the Procedure price if the Client cancels the Procedure more than 5 working days in advance. My Clinic may deduct this cancellation fee from the paid deposit.
- My Clinic is entitled to a cancellation fee of 80% of the Procedure price if the Client cancels the Procedure less than 5 working days in advance or fails to attend the Procedure without a justifiable reason. My Clinic may deduct this cancellation fee from the paid Procedure price and/or deposit.
- In the event of cancellation due to the Client's acute health issues (documented with a medical certificate), My Clinic will reschedule the Procedure (for a maximum of 6 months). The deposit remains with My Clinic. For repeated rescheduling due to health issues, My Clinic may charge a handling fee of 5,000 CZK. If the Client cancels the Procedure, the cancellation fee will apply as per the conditions above.
- If the Client is permanently unfit for the Procedure (documented with a medical certificate), My Clinic will refund the paid deposit or Procedure price within 30 days of cancellation.

B. Client with Foreign Insurance (Direct Billing)

After booking the Procedure date, My Clinic will request a payment guarantee from the Client's insurance company. If the insurance company does not issue a guarantee at least 7 working days before the Procedure or refuses to issue one, the Client will be informed by My Clinic and agrees to pay the Procedure price directly based on an invoice due 5 working days before the Procedure date.

If the insurance company refuses to pay the Procedure price in full or in part even after issuing a guarantee, the Client agrees to pay the unpaid amount. For this purpose, the Client agrees to provide My Clinic with their credit card details and authorizes My Clinic to charge their credit card for the amount corresponding to the unpaid Procedure price.

Cancellation Terms:

- My Clinic is entitled to a cancellation fee of 25% of the Procedure price if the Client cancels the Procedure more than 5 working days in advance. My Clinic may charge this amount to the Client's credit card.
- My Clinic is entitled to a cancellation fee of 80% of the Procedure price if the Client cancels the Procedure less than 5 working days in advance or fails to attend the Procedure without a justifiable reason. My Clinic may charge this cancellation fee to the Client's credit card.
- In the event of cancellation due to the Client's acute health issues (documented with a medical certificate), My Clinic will reschedule the Procedure (for a maximum of 6 months). For repeated rescheduling due to health issues, My Clinic may charge a handling fee of 5,000 CZK. If the Client cancels the Procedure, the cancellation fee will apply as per the conditions above.
- If the Client is permanently unfit for the Procedure (documented with a medical certificate), My Clinic will cancel the Procedure date.
- If no guarantee is provided by the insurance company, the cancellation terms for self-paying clients apply.

Final Provisions

The GTC take effect on September 1, 2024, are binding for Clients, and Clients are required to comply with and observe them. My Clinic reserves the right to unilaterally amend and supplement these GTC, with such changes taking effect no earlier than the date of publication of the new GTC on My Clinic's One-Day Surgery website.

The authority supervising consumer protection and the entity for out-of-court consumer dispute resolution is the Czech Trade Inspection Authority, with its registered office at Štěpánská 15, 120 00 Prague 2, email: adr@coi.cz.