

GENERAL TERMS AND CONDITIONS

of services related to the provision of health care and special services
by physio and care s.r.o.

1./ General Provisions

1.1 The Company physio and care s.r.o., Company ID: 47 239 450, having its registered office at Nad Lomom 2, 811 02 Bratislava, a company incorporated in the Companies Register of the District Court Bratislava I, Section: s.r.o., Entry No.: 82144/B, the health care provider under a valid permit issued by the competent authority, provides its clients with services related to the provision of health care with joint examination and therapeutic components (JEATC), orthopaedics, rehabilitation, recovery and recondition, as well as special services in the establishment of private health facility, situated at the above address – Nad Lomom 2, 811 02 Bratislava.

1.2 Health care and services related to the provision of health care, as well as special services provided by the Provider are charged in accordance with the valid pricelist published by the Provider. These services are primarily paid directly by the Client. Health care and services related to the provision of health care, as well as special services provided by the Provider may be reimbursed by health insurance company of the Client, depending on the health insurance company of the Client, medical or special service, which will be provided to the Client.

1.3 The Provider provides health care and services related to health care at a high standard (including the system of complex client management, services of rehabilitation, orthopaedics, regeneration, reconditioning) and for remuneration.

1.4 Health care and services related to health care, or other special services are carried out by the Provider in accordance with the information provided to customers and medical records.

1.5 The Provider issues these General Terms and Conditions on provision of health care and the services related to the provision of health care for the purpose of more specific determination of mutual rights and obligations related to the provision of health care and services related to health care and special services for the Clients of the Provider.

1.6 The purpose of these General Terms and Conditions is to define the details of the legal relationship established by the Agreement concluded between the Provider and the Client.

2/ Basic Terms and Definitions

2.1 For the purposes of these General Terms and Conditions on provision of health care and services related to health care in rehabilitation, regeneration, reconditioning, the terms contained therein have the following meaning:

"Provider" – The company physio and care s.r.o., Company ID: 47 239 450, having its registered office at Nad Lomom 2, 811 02 Bratislava, a company incorporated in the Companies Register of District Court Bratislava I, Section: Sro, Entry No. 82144/B.

"Client" means any natural person to whom health care and services related to health care or other services are provided by the Provider,

"Contractor" means a legal or natural person who entered into an agreement with the Provider for the

provision of health care and special services in favour of natural persons designated by the Contractor. If the GTC contain the term Client, this shall adequately refer to the Contractor and natural persons designated by the Contractor.

"Health care" is a set of work activities carried out by health care workers, including the provision of medicines, medical devices and dietary foods in order to prolong the life of the Client, to increase quality of life and healthy development of future generations; health care shall include prevention, education, continuing health care, diagnosis, treatment.

"Medical treatment" is targeted activity of health care professionals, which is a fundamental unit of health care offered by the Provider.

"Special service" means a service provided to the Client by the Provider under a special agreement. The special services include, in particular rolling, homeopathy, craniosacral therapy and the like. Paragraphs 1, 3, 6, 8 and 9 of these GTC appropriately apply to the provision of these special services.

"Attending health care worker" means a health care worker designated by the Provider for the provision of Health care; if such attending health care worker is a doctor, it shall be an attending physician, if the attending health care worker is a physiotherapist it shall be an attending physiotherapist.

"Health documentation" means a set of data on the health status of an individual, health care and services related to the provision of health care to that person.

"Diagnosis" is the detection and assessment of the health status of an individual and in case of a found health disorder or disease it is the determination of disorder or disease severity; its result is the determination of a disease or health problem.

"Treatment" is a conscious influencing of the health status of an individual in order to restore their health, to prevent further deterioration of their health condition (stabilize the medical condition) or alleviate symptoms of the disease and its effects on a natural person.

"Treatment regimen" is a series of exercises, physiotherapy, nutritional and dietary rules to support treatment.

"Nursing care" means health care provided by a nurse or attending health care worker with professional competence under a special regulation by means of a nursing process method in the context of nursing practice.

"Operation" – health care facility of the Provider located at the address Nad Lomom 2, 811 02 Bratislava.

"Package of services" is a set of medical services specified by the Provider performed under individual conditions or at a reduced price.

"Agreement" means an agreement on the provision of health care or special services concluded in writing, or impliedly between the Provider and the Client.

"Remuneration" is the claim of the Provider that must be paid by the Client to the Provider in accordance with these General Terms and Conditions and the Pricelist.

"Rehabilitation, convalescence, regeneration of the Client" is the fundamental objective of the Provider and the main content of provided health care.

"Loyalty and voluntariness" are the basic features of the Contractual relationship between the Provider and the Client, who voluntarily accept the method of their regeneration, convalescence, and rehabilitation on the basis of their assessment, and in respect of Provider's recommendations.

"Provider's Website" – www.physioandcare.sk

"GTC" stands for General Terms and Conditions for the provision of health care and services related to the provision of health care and special services.

3./ Agreement on Health Care Provision

3.1 Health care, services related to the provision of health care shall be provided by the Provider on the basis of an Agreement on provision of health care (the "Agreement"). The Agreement shall be concluded in writing for an indefinite period, or for an unspecified medical treatment. If special services are also provided, the Client concludes the Agreement on provision of special services with the Provider. The provisions of Article 3./ shall apply mutatis mutandis to the Agreement on provision of special services.

3.2 Health care is provided by the Provider to the extent specified in the Agreement on provision of health care.

3.3 In case of need, particularly in acute health condition of the Client, the Agreement may be concluded in the form of implicit act of the Client (in oral or other form). The implied act, which was the basis for this Agreement is particularly (but not only):

- Personal appointment of the Client in the Client Centre of the Provider.
- Arranging appointment of the Client through a health worker who works externally with the Provider.
- Telephone, E-mail appointment arrangement of the Client and the like at the appropriate contact.

If the Agreement is concluded based on an implicit act, it is considered that the Agreement is concluded for a definite period namely until the provision of specified medical treatment.

3.5 By concluding this Agreement the Client acknowledges that

- health care provided by the Provider is charged and its performance is to be paid in a manner agreed with the Provider (it must not be covered by the health insurance company of the Client).
- the Client was informed about the current pricelist of Provider's services and acknowledges that the current pricelist of the Provider is available for re-inspection at the premises of the Provider's health facility,
- health care and services related to the provision of health care will be provided within the scope identified in the Agreement on provision of health care.
- the Client was acquainted with these GTC and agrees with its content.
- the Client was informed about the options of proposed procedures, as well as the risks to health care. The information was provided in a comprehensive and considerate way, not under duress, with sufficient time given for decision.
- the Client consents to the proposed procedure and the Client shall inform the attending worker in case of any changes in health status (sudden nausea, pain, etc.) perceived after medical treatment.

3.5.1. By concluding the Agreement on provision of special services the Client confirms that

- the Client is aware that the service is not a substitute for any medical examination, diagnosis or treatment. The exercise of special service activities is not the provision of health care and it is also not a medical treatment,

- the Client was informed and instructed on main principles of special services, as well as the possible consequences and potential risks associated with its application,
- a series of appointments where the special services shall be provided is attended with full knowledge, voluntarily, on the basis of informed consent and at Client's own risk,
- if during a series of appointments where the special services shall be provided, there are any changes in data and information subject to this Agreement and declaration, the Client shall immediately inform the attending worker.

3.6 The Provider offers health care and services related to the provision of health care during office hours of the relevant health facility of the Provider.

3.7 The Client can make an appointment with the Provider individually on a device via a phone connection at the phone number +421 905 725 229 or in an electronic form, online on the website of the Provider www.physioandcare.sk.

3.8 Conclusion of the Agreement establishes a legal relationship between the Provider and the Client with the subject of health care provision and provision of services related to health care, or the provision of special services. The Provider is entitled to reject the conclusion of the Agreement, which shall be the basis for provision of health care for the reasons set out by law or in cases where the client does not pay for such services in full in accordance with these GTC.

3.9 The Provider is entitled to reject the conclusion of the Agreement, if the conclusion of such agreement exceeds Provider's reasonable workload.

3.10 The Provider shall provide health care and services related to the provision of health care and special services on the basis of the Agreement either as single medical treatments or as a comprehensive Package of health care services. The Client has the right to choose the Package of services always only within the current offer. The Provider reserves the right to change the current offer of Packages.

3.11 If the Client does not use the package content and/or services chosen to the Package of services during the validity period of the Package of services, there shall be no rights that arise in this connection to the Provider, nor any obligations of substitute performance of the Provider to the Client.

3.12 The Customer acknowledges and accepts that if circumstances arise, which are out of Provider's control, these facts may be the reason for temporary limitation in provision of the Package of services on the part of the Provider. In this case, the Provider shall notify the Client of such limitation in time using the contact information provided to him by the Client.

3.13 The Customer acknowledges and accepts that the provision of the Package of services may be limited or made impossible in case of changes in Provider's staff, as a result of which it will not be possible on the part of the Provider to ensure the provision of the Package of services. In this case, the Provider is obliged to compensate the Client by allowing use of alternative content of the Package of services or alternative services according to the current offer of the Provider. In this case, it is not a breach of the Agreement and the Client shall have no further rights against the Provider.

4./ Provision of Health Care and Services related to the Provision of Health Care

4.1 The Provider provides health care by means of attending health care workers.

4.2 The Provider is obliged to provide health care lege artis, i.e. health care worker proceeds in consistence with current scientific knowledge. Health care is provided properly, if all medical treatments are performed in order to identify the disease correctly, ensuring timely and effective treatment with intent to heal the Client or improve Client's condition, taking into account current medical knowledge.

4.3 Attending health care worker is obliged to inform the Client of the purpose, nature, consequences and risks of health care provision, about options of proposed procedures and the risks of health care refusal (hereinafter "to provide guidance") in accordance with § 6 of the Act No. 576/2004 Coll. on health care, services related to the provision of health care, and on amendments and supplements to certain Acts, as amended (the "Act No. 576/2004"). The attending health care worker is obliged to provide guidance clearly, respectfully, not under duress, with sufficient time given for a decision on the informed consent and adequate intellectual and mental maturity and health condition of the person, which is to be informed.

4.4 Everyone with the right to guidance in accordance with paragraph 3 above has the right to refuse such guidance. The refusal of guidance will be recorded in writing.

4.5 During health care provision, each Client has the right to

- protection of dignity, respect for their physical and mental integrity,
- information regarding their state of health,
- information on the purpose, nature, consequences and risks of health care provision, about options of proposed procedures and the risks of health care refusal,
- refuse the provision of health care except in cases where under this Act health care may be provided without the informed consent,
- a decision on Client's participation in the training or biomedical research,
- confidentiality of all data concerning his health, on matters related to his state of health, if in cases established by special regulation the health care worker is not exempt from this confidentiality,
- alleviation of suffering,
- human, ethical and dignified approach of health care workers.

4.6 Before the first visit to the Provider, the Client shall conclude an Agreement with the Provider on health care provision. Under these GTC, the Agreement may also be concluded with the Client implicitly.

4.7 The Client is obliged to comply with the obligations arising for the Client from special legislation, for instance in the case of specialized health care to submit the written recommendation from a general practitioner of the Client to the attending health care worker, if necessary, and the like.

4.8 In the interests of efficient and timely provision of health care, the Client shall comply with the time of arranged examinations or medical treatments. In the event that the Client is prevented from observing the time of arranged examinations or medical treatments, by a serious obstacle, the Client shall notify the Provider at least 24 hours in advance and make a different appointment of examination or medical treatment. In the event of delayed notification of the obstacle on the part of the Client, which prevents him from coming to the examination or medical treatment, this appointment of examination or medical treatment will be cancelled and the Client is obliged to pay a cancellation fee to the Provider for non-performance of treatment in accordance with the current pricelist. The Client is obliged to pay the cancellation fee on call of the Provider in cash or by wire transfer to the account of the Provider given to the Client for that purpose. If the Client is in delay with the payment of the cancellation fee in accordance with this section, the Provider shall send a written reminder notice of the obligation to pay the cancellation fee to the Client. Costs associated with Client's reminder shall be compensated by the Client in the amount of 5 EUR flat-rate compensation for each reminder sent by the Provider. The Provider reserves the right to a unilateral set-off of the fee against Client's claims to the Provider (e.g. in the case where the Provider issues pre-paid cards with recharge limit).

5./ Processing, Providing and Accessing Data from Medical Records

5.1 The Provider is obliged to process, provide and access the data from the medical records in accordance with the Act No. 576/2004 Coll. on health care as amended, and the Act No. 122/2013 Coll. on protection of personal data.

5.2 Medical records include:

- Personal data of the Clients to whom health care is provided, namely the first name, surname, date of birth, birth registration number, home address and medical data necessary to trace the medical history,
- Data on guidance and informed consent,
- Data on Client's disease, the progress and results of tests, treatment and other important circumstances related to the Client's health condition and procedures for the provision of health care,
- Data on the extent of the provided health care,
- Data on services related to the provision of health care,
- Data on temporary incapacity, data on treatment regimen and important facts for the assessment of medical fitness for work performance,
- Epidemiologically significant matters,
- Identification data of the relevant health insurance company,
- Identification data of the Provider.

5.3 Medical records are kept pursuant to the Act on the provision of health care.

5.4 The Provider is obliged to ensure that the specific medical records are not accessible to persons other than the attending physicians and health care workers to the extent necessary. The extent of access to personal data, as well as the authorised persons shall be determined by the Provider.

5.5 In the event of a change of the Provider of outpatient care due to withdrawal from the Agreement on provision of health care, the Provider is obliged to demonstrably deliver medical records or a copy thereof within seven days of the request to the new Provider who has concluded an agreement on provision of health care with the Client.

5.6 The data from the medical records are provided in the form of an extract from medical records. The extract of medical records contains identification data of the Client, the data of the relevant health insurance company and the Provider, as well as

- chronological description of the health status development,
- overview of current treatment,
- data necessary for further provision of health care,
- date of issue and identification of the attending health care worker.

5.7 Upon a written request, the Provider is obliged to provide an extract from the medical records to the extent that is directly related to the requested purpose. Data from medical records are made accessible in the form of inspecting the Client's medical records to the extent stated in the provisions of § 25 of the Act No. 576/2004 Coll. on health care as amended.

6./ Remuneration

6.1 The Client is obliged to pay remuneration to the Provider for the provision of health care, services related to the provision of health care and the special services. The amount of remuneration shall be

determined pursuant to the current pricelist of the Provider and published at the time of the examination, treatment or provision of special services. If there is a change in the pricelist between the time of the arranged appointment and the actual examination, treatment or provision of service, the Client shall be charged the remuneration in force at the time of the appointment of examination, treatment or special service. Remuneration for provision of health care, services related to the provision of health care and special services may differ in the case of individual Packages of services.

6.2 The Provider shall publish the pricelist of his services on his website www.physioandcare.sk and in the area of reception or entry into the premises of the Provider.

6.3 Remuneration is payable:

- in cash on the day of examination, treatment or special service, or
- by transfer to the account of the Provider specified in the header of the Agreement within a period of 7 days from the date of issue of the tax document pursuant to special legislation (in the case of legal entities or individual entrepreneurs), or
- by deduction of the price of examination, treatment or special service from the Client's prepaid card if such a prepaid card was issued by the Provider.

6.4 The fee charged under this Article shall include all administrative and technical costs of the Provider for meeting of his obligations under this Agreement.

6.5 The Provider is entitled to change the pricelist of medical treatments during the term of the Agreement for provision of health care, services related to the provision of health care and special services.

7./ Decision-making in Provision of Health Care and Services related to the Provision of Health Care

7.1 If the Client believes that health care was not provided properly, or the Client believes that the decision of the attending health care worker in the provision of health care or services related to the provision of health care is wrong, they shall have the right to demand remedy from the Provider; the demand must be in writing.

7.2 The Provider is obliged to inform the demandant in writing of the method of demand processing within 30 days of the demand submission by the demandant, unless the content of the demand implies objective necessity to act promptly or within a shorter period.

7.3 If the Provider does not comply with the demand or fails to inform the demandant of the method of demand processing within 30 days of the demand submission by the demandant, the demandant has the right to notify the Health Care Surveillance Authority (the " Surveillance Authority").

7.4 Surveillance over observance of the Act No. 576/2004 Coll. on health care, services related to the provision of health care, and on supplements and amendments to certain acts shall be performed by the competent authority responsible for the permit issuance (Bratislava self-governing region) and in case of compliance with the obligations of health care providers under § 79 of the Act No. 576/2004 Coll. and compliance with the conditions of health care facility operation based on the authorization also the Ministry of Health of the Slovak Republic.

7.5 The parties shall be liable for damage incurred due to the breach of contractual obligations by any of the parties (Client, Provider) within the meaning of the relevant legislation governing the liability for damage.

7.6 The Provider shall not be liable for damage incurred by the Client and caused by circumstances excluding liability of an objective nature, i.e. circumstances not caused by the Provider and unforeseeable. The Provider is not liable for damage incurred by the Client due to the particularities of his health condition and if the Provider informed the Client of potential risks.

7.7 The Provider shall not be liable for damage sustained by the Client, if the Client did not provide complete, accurate, current information about their health condition to the Provider, or if the Client knowingly/unknowingly concealed information about their health condition decisive for the provision of health care by the Provider lege artis.

7.8 The Client acknowledges the individuality, specificity of their health problem and agrees that by means of his services the Provider shall solely ensure rehabilitation, recovery, reconditioning of the Client.

8./ Privacy Policy

8.1 By accepting the health care and other services provided by the Provider the Client declares that they agree with the processing of their personal data in a manner and to the extent specified in the Act No. 122/2013 Coll. on protection of personal data, as amended and this consent shall be granted for an indefinite period. This consent may be withdrawn by a notification, by mail, or electronically to the address of the Provider's registered office or to the e-mail address info@physioandcare.sk.

8.2 The Provider undertakes to process the personal data in accordance with the Act No. 122/2013 Coll. and in a manner consistent with good manners, and only for a specified or designated purpose.

8.3 The aim of personal data processing of the Client is record keeping for the purpose of providing and improving services of the Provider offered to the Client.

9./ General and Final Provisions

9.1 If any provision of these GTC is invalid at the time of the contractual relationship between the Provider and the Client, or if they later become invalid, this shall not affect the validity of the remaining provisions of the GTC. The invalid provision shall be replaced by provisions of the Civil Code and other laws applicable and effective in the Slovak Republic, which in their content and purpose are the closest to the content and purpose of the GTC and/or the Agreement.

9.2 Various provisions of these GTC may be excluded or modified by a written agreement between the Provider and the Client.

9.3 The legal relationship between the Provider and the Client, subject to these GTC, which are not covered by these GTC, shall be governed by the relevant provisions of the Civil Code and the provisions of other laws applicable and effective in the Slovak Republic.

9.4 The Provider is entitled to unilaterally change these GTC due to changes in applicable law governing the relations between the Provider and the Client, or based on a decision of the Provider.

9.5 Change of GTC shall be effective on the date specified in the amended GTC, but not before the expiry of 30 days from the date of publication on the website of the Provider.

9.6 These GTC apply throughout the force and effect of the relationship between the Provider and the Client established by the Agreement and these GTC and even after its termination, namely until full settlement of all claims arising therefrom.

9.7 If the Client fails to pay remuneration in accordance with these contractual terms, the Provider is entitled to claim payment of interest on arrears from the Client in the amount determined by applicable law of the Slovak Republic. If the Client is in delay with payment of remuneration, the Provider is entitled to lodge their claims by means of the courts. In the event of a delay exceeding 30 days, the Provider is entitled to withdraw from the Agreement by a written notice delivered to the Client. Withdrawal from the Agreement shall be without prejudice to the right of the Provider to payment of interest or claim for payment of other charges to which the Provider was entitled prior to the withdrawal.

9.8 With reference to § 12 paragraph 9 of the Act No. 576/2004 Col., the Client may withdraw from this Agreement at any time also without any reason. Withdrawal from the Agreement must be in writing. Withdrawal of the Client from the Agreement shall not affect the right of the Provider to payment of interest or claim for payment of other charges to which the Provider was entitled prior to the withdrawal.

9.9 The legal relationship established by the Agreement shall be governed by the laws of the Slovak Republic and issues not specifically addressed in the Agreement shall be governed by the particular provisions of the Act No. 578/2004 Coll., the Act No. 576/2004 Coll., the Act No. 577/2004 Coll. and related applicable laws.

9.10 The Client is obliged to notify the Provider of all facts concerning the legal relationship between the Provider and the Client established by the Agreement and/or these GTC at the address of the Provider's registered office in the Companies register, and the Provider at the permanent address of the Client. The consignment shall be deemed delivered on:

- the date of its receipt by the addressee,
- the date of refusal of acceptance by the addressee,
- the date when the consignment is returned to the sender as undelivered because the addressee is unknown, long-term emigrant, living abroad or for any other reason for which the consignment is not delivered, provided that the consignment was sent to the Provider's registered office entered in the Companies Register at the time of dispatch or to the permanent address of the Client or any other address the Client gave to the Provider in writing.

9.11 These GTC shall expire and cease to have effect on the date of entry into force and effect of the new General Terms and Conditions.

9.12 These GTC are effective and binding from the date of their publication on the website of the Provider, unless the GTC specify a later date. These GTC are available for consultation and in hard copy at the registered office of physio and care.

In Bratislava, on 01.01.2015