

General Terms and Conditions

www.vaslekar.sk

PREAMBLE

- a. The business company **Poliklinika Váš Lekár, s.r.o.**, with its registered office at Mlynské nivy 18890/5, Bratislava – Ružinov district, Slovak Republic 821 09, Company ID No.: 54 856 221, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro, File No. 164255/B (hereinafter referred to as the "**Provider**") is a provider of above-standard personal care services directly related to the provision of healthcare by the business company **Ambulancie Poliklinika Váš Lekár, s.r.o.**, with its registered office at Mlynské nivy 18890/5, Bratislava – Ružinov district, Slovak Republic, ID No.: 55 548 202, and other contractual partners of the Provider, who together form the Ambulance Network (hereinafter referred to as "Partner(s)").
- b. Personal Care Services are above-standard supplementary services whose purpose is to ensure that the provision of healthcare by Partners is as effective, comfortable, and time-saving as possible for Clients. However, Personal Care Services **are not part of the provision of healthcare** or services related to the provision of healthcare.
- c. The Client is a natural person who is interested in the provision of Personal Care services by the Provider (hereinafter referred to as the "Client") (the Provider and the Client are hereinafter referred to as the "Parties"). If the Client is a minor, his or her legal representative acts on his or her behalf.
- d. These general terms and conditions for the provision of personal care govern the mutual rights and obligations between the Provider and the Client in the provision of Personal Care services (hereinafter referred to as the "**Terms and Conditions**") ordered online via the website www.vaslekar.sk (hereinafter referred to as the "**www.vaslekar.sk Website**") or ordered on the basis of a personally concluded Agreement.
- e. The supervisory authority for the provision of the Provider's services is the SOI Inspectorate for the Bratislava Region, with its registered office at Bajkalská 21/A , P.O.Box 29, 827 99 Bratislava, Slovak Republic, contact: <https://www.soi.sk/sk/Kontakt.soi>; submission of complaints: <https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti.soi>.

1. Other definitions

- 1.1. Terms written with a capital letter that have not been defined above have the following meaning in the Terms and Conditions:
 - a. **Ambulance** means any of the ambulances of any of the Partners providing healthcare. in accordance with a license issued by the competent authority pursuant to Act No. 578/2004 Coll. on healthcare providers, healthcare professionals, professional organizations in healthcare, and on amendments and supplements to certain acts;
 - b. **The Client's bank account** is the Client's bank account (or bank card) used by the Client to pay the Remuneration;
 - c. **Additional Services** are Personal Care services provided to the Client beyond the scope of the Personal Care Program ordered and paid for by the Client, based on a separate Order by the Client and for a Fee in the amount specified in the Price List; Additional Services are exclusively Personal Care services; any above-standard services that can be considered the provision of healthcare (e.g., a less painful method of examination) are not Personal Care services, are provided directly by the Partner as a healthcare provider, and may be charged by the Partner;
 - d. **The Price List** is the Provider's price list for Personal Care services, which is published on the Website www.vaslekar.sk; each individual Order is governed by the Price List valid at the time of its completion and submission by the Client;
 - e. **VAT** is value added tax within the meaning of Act No. 222/2004 Coll. on Value Added Tax, as amended;
 - f. **The Client's email address** is the email address provided by the Client in the Order or in the Agreement;
 - g. **The Client Zone** is a part of the Website www.vaslekar.sk that is accessible only to Clients to whom the Provider provides Personal Care services, to the extent corresponding to the valid Personal Care Program (or valid Additional Services);
 - h. **The Civil Code** is Act No. 40/1964 Coll., the Civil Code, as amended;
 - i. **An Order** represents an electronic order for Personal Care services by the Client in accordance with the provisions of Article 5 of the Terms and Conditions by completing an electronic order form in the Provider's Reservation System, the subject of which may be any of the Personal Care Programs or certain Additional Services, and which is the Client's electronic request to conclude a Agreement;

- j. **The Remuneration** represents the price for the provision of Personal Care Services ordered by the Client, agreed in accordance with the provisions of Article 3 of the Agreement;
- k. **Personal Care** represents the sum of paid above-standard services provided by the Provider to the Client, which represent above-standard services to the healthcare provided by any of the Partners within the Network of Outpatient Clinics;
- l. **Partner** refers to any of the healthcare providers who are contractual partners of the Provider and who are part of the Network of Outpatient Clinics;
- m. **The payment gateway** is an online payment method used to pay the Provider immediately after sending the Order;
- n. **The terms and conditions of personal data protection** are the terms and conditions of personal data protection published by the Provider and available on the Website www.vaslekar.sk;
- o. **Order Confirmation** is a confirmation of receipt of the Order and payment of the Remuneration for the Order by the Client, which the Provider will send to the Client by e-mail after processing the paid Order, together with a summary of the Order and an invoice, if the Remuneration was paid in advance; if, in the case of a personal conclusion of the Agreement, the Payment is made on the basis of an invoice, the Order Confirmation will contain an invoice stating the due date by which it must be paid;
- p. **The Personal Care Program** represents one of the variants of the Personal Care service package, which differ in the content of Personal Care services and/or the duration of the services provided, an overview of which is available on the Website www.vaslekar.sk;
- q. **A complaint** is a process of complaining about defects and shortcomings in Personal Care services in accordance with the provisions of Article 9 of the Terms and Conditions;
- r. **The reservation system** is part of the website www.vaslekar.sk, through which Clients can electronically, i.e. remotely, order Personal Care services via an Order;
- s. **The network of clinics** is a network of clinics of the Provider's Partners providing healthcare; the current list of Partners who are part of the network of clinics is available on the website www.vaslekar.sk;
- t. **An examination** is an individual medical service that is a comprehensive activity performed by the Partner's healthcare professionals, covered by public health insurance or charged in accordance with the Partner's price list;
- u. **Force majeure** represents circumstances according to the provisions of Article 7, paragraphs 7.1. and 9.1. of the Terms and Conditions;
- v. **The ADR Act** is Act No. 391/2015 Coll. on alternative dispute resolution for consumer disputes and on amendments to certain acts, as amended;
- w. **The Consumer Protection Act** is Act No. 108/2024 Coll. on consumer protection and on amendments to certain acts;
- x. **The Healthcare Act** is Act No. 576/2004 Coll. on healthcare, services related to the provision of healthcare and on amendments to certain acts;
- y. **An employee benefit** is a benefit provided to the Client by their employer, which may consist of (i) a financial contribution towards the payment of Personal Care services provided by the Provider to the Employer or (ii) the provision of Personal Care services at a preferential price;
- z. **The Agreement** is a framework agreement concluded remotely, via the vaslekar.sk website, between the Provider and the Client, the subject of which is the provision of Personal Care services in one of the Personal Care Programs (so-called packages) or in the form of Additional Services, of which these Terms and Conditions are an integral part, as well as the terms and conditions for the provision of Personal Care listed on the vaslekar.sk Website, including the content of individual Personal Care Programs. The Agreement may also be concluded in paper form by signing by the Provider and the Client. In such a case, these Terms and Conditions shall apply in the same way as an integral part thereof, with the exception of provisions relating only to distance contracts.

2. Subject matter

- 2.1 The Terms and Conditions form an integral part of the Agreement concluded between the Provider and the Client, the subject of which is the provision of Personal Care services (hereinafter referred to as the "Agreement"). The Agreement and the Terms and Conditions are governed by the provisions of generally binding legal regulations of the Slovak Republic that apply to this contractual relationship. The Terms and Conditions also apply in full to individual Orders, which represent the Client's electronic request to conclude the Agreement.
- 2.2 A Agreement concluded via an electronic Order is concluded upon receipt of an Order Confirmation confirming payment of the Remuneration.
- 2.3 A Agreement concluded in person is concluded upon its signing by both Parties.

3. Personal Care Services

- 3.1 Personal Care is a set of paid premium services that the Provider provides to the Client at in connection with the

provision of healthcare to the Client by Partners in the Network of Clinics.

- 3.2 The Provider provides various levels of Personal Care Services, which differ in the scope of Personal Care Services provided and/or the duration of the services provided. Personal Care Services are provided primarily in Personal Care Programs or as Additional Services. All information about Personal Care Programs and/or Additional Services is also published on the website www.vaslekar.sk.
- 3.3 The Provider declares that the provision of Personal Care services does not constitute the provision of healthcare, but rather supplementary services to healthcare provided by another entity, i.e. one of the Partners within the Network of Outpatient Clinics. The provision of Personal Care Services is not part of healthcare within the meaning of the provisions of the Healthcare Act and is not a service related to the provision of healthcare within the meaning of Section 13 of the Healthcare Act. The services provided within the framework of Personal Care Services do not include the Partner making an appointment for the patient on a specific date and time; this service is provided by the relevant Partner free of charge as part of the provision of healthcare, if it is covered by public health insurance or according to the Partner's current price list. Personal Care services are above-standard supplementary services provided by the Provider and not by Partners.
- 3.4 **Healthcare** and services related to the provision of healthcare within the meaning of Section 13 of the Healthcare Act **are provided to Clients by the relevant Partners** on the basis of a license issued by the relevant authority in accordance with applicable law. The provision of healthcare by the Partner to the Client constitutes a separate relationship between the Partner and the Client within the meaning of Section 12 of the Healthcare Act.
- 3.5 The Client declares that they are aware that booking an Examination with one of the Partners directly with the Partner is not conditional on the conclusion of the Agreement, and that they are familiar with the possibility **of booking an Examination free of charge directly with the Partners**, if this is covered by public health insurance or according to the Partner's price list, in accordance with the terms and conditions of the relevant Partner. The Provider is in no way responsible for the possibility of free or paid appointments directly with the Partner.
- 3.6 However, free or paid appointments for Examinations directly with Partners are not part of Personal Care Services and are therefore not provided by the Provider.
- 3.7 The Client also declares that, despite the possibility of free or paid appointments for Examinations directly with Partners, about which they have been informed, they are interested in using the paid Personal Care Services provided by the Provider.
- 3.8 Given that Personal Care Services are supplementary, above-standard services to the healthcare provided to the Client by one of the Partners, they are provided exclusively on the basis of individual Client Orders, either as part of one of the Personal Care Programs or as Additional Services. Personal Care Services also include the operation of administrative facilities or administrative capacity enabling the provision of Personal Care Services when requested by the Client. The remuneration is therefore agreed as a flat-rate payment also for the provision of administrative facilities, and the Client is obliged to pay it regardless of whether and to what extent they use specific Personal Care Services at their discretion.
- 3.9 The determination of the flat-rate Remuneration also takes into account the fact that the extent of use of Personal Care services is different for each Client and depends on the need for healthcare resulting from the Client's health condition and/or the recommendation of the Partner as a healthcare provider, and it is not possible to determine its partial value in money according to the duration of the provision of Personal Care services or according to the value of individual services.
- 3.10 The content of Personal Care services (depending on the selected Personal Care Program or Additional Services) includes, in particular, the following activities of the Provider:
- operating and ensuring the functionality of a private call center, through which it receives Client requests for healthcare during operating hours and ensures that they are handled by a Partner;
 - searching for a Partner who is able to provide the Client with the requested healthcare in the fastest and most effective manner based on the nature of individual Client requests for healthcare;
 - making reservations for available appointments for healthcare provision with Partners based on the nature of individual Client requests;
 - placing orders for the provision of healthcare on behalf of Clients according to the capacity and time possibilities of specific Partners;
 - mediating consultations on health issues for Clients and, based on the results of the consultations, mediating subsequent steps in resolving the Client's health issues, including arranging special medical care;
 - operating the Client Zone; and/or
 - other activities according to the specific content of the Personal Care Programs or Additional Services.

All specific information and details regarding Personal Care Programs, including the scope and conditions of Personal Care services, are provided to the Client directly on the Website www.vaslekar.sk before the Order is created and sent.

The Client acknowledges that the Provider has the right to change or cancel the composition, scope, duration, and other attributes of the Personal Care services currently offered through the Website www.vaslekar.sk at any time in the future.

These changes are valid for the Client from the moment of renewal of the relevant Personal Care Program, unless the Parties agree otherwise.

- 3.11 The Client acknowledges that Personal Care Services are not covered by public health insurance, as they are not healthcare or services related to the provision of healthcare. Personal Care services are provided by the Provider only to its Clients on the basis of a paid Order. Confirmation of the Order confirming payment of the Fee is generated automatically after the payment is credited to the Provider's designated bank account. The Client is entitled to use the Personal Care services paid for by them from the moment of receipt of the Order Confirmation confirming payment of the Fee by the Client, from which moment the agreed period during which they are entitled to use the paid Personal Care services begins. If the provision of Personal Care services is conditional upon the Client's registration with the selected Partner, i.e. the transfer of medical records to the selected Partner, the agreed period during which the Client is entitled to use the paid Personal Care services also begins from the moment of receipt of the Order Confirmation confirming payment of the Fee by the Client, and it is the Client's responsibility to secure their registration with the selected Partner as soon as possible.
- 3.12 The Client also acknowledges and unconditionally accepts that the Provider cannot be held responsible and is not responsible for the professional specialization of individual Partners or for whether any of them cancel or change their license to provide healthcare, i.e., change their specialization or terminate their activities, therefore, such a circumstance cannot be considered a breach of the Agreement or defective performance on the part of the Provider. In connection with the above, the Client acknowledges that the inclusion of Partners in the Network of Outpatient Clinics may change over time, even without their consent. The Provider is also not responsible if any of the Partners fail to meet the conditions agreed by the Provider (e.g., failure to comply with the scheduled examination time).
- 3.13 The Client declares and confirms that they are aware that, depending on the nature of the services, certain Personal Care Services will only be provided to them if they have a current agreement on the provision of healthcare (pursuant to the provisions of Section 12 of the Healthcare Act) with one of the Provider's Partners, and only in relation to the Provider's Partner with whom they have such an agreement; The Client agrees to this condition and accepts it without reservation.
- 3.14 If a Partner with whom the Client is interested in receiving healthcare as part of the paid Personal Care Services is unable to provide such healthcare to the Client for serious reasons (e.g., long-term sick leave) or terminates its operation in the Network of Outpatient Clinics, the Provider shall immediately ensure, to the best of its ability, that another Partner within the Network of Outpatient Clinics provides healthcare for such a Partner. If the provision of healthcare by such a new Partner is subject to capitation, the Client is obliged to provide all necessary cooperation to arrange capitation with the new Partner, otherwise the Provider shall not be liable for any delay in the provision of Personal Care services.
- 3.15 The Agreement is concluded **for an indefinite period** (this does not affect the duration of individual Personal Care Programs) and may be terminated in the manner specified in these Terms and Conditions.

4. Client Data

- 4.1 The Client is obliged to provide the Provider with all information necessary for the conclusion of the Agreement and the proper provision of Personal Care Services in a truthful and complete manner.
- 4.2 If the Client has not provided the Provider with all the necessary data when filling out the Order electronically via the Reservation System, the Order cannot be sent. If the Client has not provided the Provider with all the necessary information when concluding the Agreement in paper form, they are obliged to notify the Provider of this no later than five (5) working days after the conclusion of the Agreement. The Provider may ask the Client to supplement the information at any time, if necessary.
- 4.3 The Client is obliged to notify the Provider of any change in the reported data within ten (10) working days of its occurrence. The Client acknowledges and accepts that in order to keep the data in the databases up to date and accurate, the Provider is entitled to notify the Partners from whom the Client has received or is receiving healthcare of any changes to the data.
- 4.4 If the Client provides false or incomplete data, whether in the Order, when concluding the Agreement, or during the provision of Personal Care services, or fails to update such data in accordance with these Terms and Conditions, the Provider shall not be liable for the defective or incomplete provision of Personal Care services or for their failure to be provided on time or at all as a result of the Client's breach of its obligations under this Article 4.

5. Order

- 5.1 The Client may place an order through the Reservation System operated by the Provider, or in person at any of the Clinics belonging to the Clinic Network, by e-mail or by telephone.
- 5.2 (**Order via the Reservation System**) When placing an Order via the Reservation System, the Client may create an Order by duly completing and submitting the order form in the Reservation System. By sending the Order, the Client confirms

that they have read these Terms and Conditions, Appendix No. 2 to these Terms and Conditions (Instruction on the Right to Withdraw from the Agreement) and the Terms and Conditions of Personal Data Protection, the description of individual Personal Care Programs, and other mandatory information.

- 5.3 The Client is obliged to provide all information required by the Provider in the Order, in particular **(i)** first and last name, **(ii)** birth number (if assigned), **(iii)** permanent address, or mailing address if different from the permanent address, **(iv)** information about the health insurance company with which the Client has health insurance, or indicate that the Client is a self-payer for the provision of healthcare, **(v)** contact details, and **(vi)** password for the registered account being created. If the Client's employer is contributing to the payment of the Fee, the Client shall also specify the manner of the employer's contribution to the payment of the Fee by entering the promo code received from their employer. The Client acknowledges that the information provided in the Order is considered by the Provider to be correct, complete, and true, and that the completion of all mandatory information is a condition for the proper and complete completion of the Order and the provision of Personal Care services.
- 5.4 The Client acknowledges that before successfully completing and sending the Order, they may give their consent to the processing of personal data for marketing purposes by the Provider and its Partner (i.e., sending a newsletter with interesting news and offers) or for another specific purpose, if requested when filling out the Order.
- 5.5 If the Client wishes to take advantage of the Employee Benefit, they shall enter the promo code received from their employer in the order form. In this case, the Provider will verify the Client's entitlement to the specific Employee Benefit, and if the verification results in the Client being entitled to the specific Employee Benefit, the amount of the Remuneration to be paid by the Client will be adjusted.
- 5.6 The Client submits the order by clicking on the "Order with payment obligation" button. The Client acknowledges and confirms that they have been informed that any and all Orders for Personal Care Services (regardless of whether it is an Order for a Personal Care Program or Additional Services) include the obligation to pay the Fee.
- 5.7 The Client will then be redirected to the Payment Gateway and is obliged to pay the Remuneration (or a reduced amount if they are claiming an Employee Benefit) in accordance with the provisions of Article 7 of the Terms and Conditions.
- 5.8 The Client agrees to the use of means of distance communication in connection with the conclusion of the Agreement, whereby the costs incurred by the Client in using means of distance communication in connection with the conclusion or performance of the Agreement (e.g., costs of internet connection or telephone calls) shall be borne by the Client. The costs of telephone calls to the telephone numbers provided by the Provider on the Website www.vaslekar.sk do not differ from the standard rate agreed by the Client with their telephone operator.
- 5.9 Before sending the Order via the Reservation System, the Client has the opportunity to check and change the data entered in the Order and the selections made in the order form when creating the Order.
- 5.10 **(Ordering by other means)** If the Client places an Order in person, they are required to provide the information specified in points (i) to (v) of the section 5.3 of the Terms and Conditions. The Provider (or the Provider's or Partners' employees) will complete the Order for the Client in the Reservation System; the Client will pay the fee in cash or by bank card (if possible).
- 5.11 If the Client places an Order by e-mail or telephone, they are required to provide the information specified in points (i) to (v) of the 5.3 section of the Terms and Conditions. The Provider (or the Provider's or Partners' employees) will send the Client a link to their email address based on the information provided, through which they can complete the Order in the Reservation System. The provisions of paragraphs 5.2. to 5.9. of this article of the Terms and Conditions apply accordingly.
- 5.12 **(Order Confirmation)** After processing the Order (made in any way), the Provider shall send the Client an Order Confirmation to the Client's email address, together with an invoice to be paid or directly with confirmation of payment of the Remuneration. The Order Confirmation will also contain information about the due date of the Fee, or information that the Client has already paid the Fee. Upon receipt of the Order Confirmation confirming payment of the Fee, the duration of the selected Personal Care Program or the duration of the Additional Services begins.
- 5.13 **(Providing incorrect information in the Order)** If the Client demonstrably provides incorrect, inaccurate, or incomplete information in the Order, the Provider has the right to withdraw from the Order without delay, of which it shall immediately inform the Client. If the Client provides incorrect, inaccurate, or incomplete information in relation to the Employee Benefit claimed, or claims the Employee Benefit without authorization, the Provider may agree with the Client on the payment of the correct amount of the Fee by the Client, in which case the Provider may accept such an Order.
- 5.14 **(Withdrawal from the Order)**
- 5.14.1 The Client may withdraw from the Agreement or any individual Order:
- within the framework of a Complaint in the event of an irreparable or repeated repairable defect in Personal Care services care;
 - in the event of Force Majeure or a change in circumstances;
 - in cases specified in the Civil Code (e.g., in the provisions of § 575 concerning the impossibility of performance or in the provisions of § 517 concerning the debtor's delay);

- d. if the Client does not agree with the change in the Terms and Conditions pursuant to the provisions of Section 14.8. of the Terms and Conditions.
- 5.14.2 The Provider may withdraw from the Agreement:
 - a. in cases specified in the Terms and Conditions;
 - b. in the event of force majeure or a change in circumstances;
 - c. in cases specified in the Civil Code (e.g. in the provisions of § 575 concerning the impossibility of performance or in the provisions of § 517 concerning the debtor's default).
- 5.14.3 Withdrawal from the Agreement must always be in writing and must state the reason for withdrawal. Withdrawal from the Agreement is effective on the date of its delivery to the other Party or on a later date specified therein.
- 5.14.4 In the case of a Agreement concluded remotely (via an online order form), the Client has the right to withdraw from the Agreement without giving any reason within 14 days from the date of conclusion of the Agreement (i.e., from the moment of receipt of the Order Confirmation), unless they have given their express consent to the commencement of the provision of Personal Care Services or Additional Services before the expiry of this 14-day period and the conditions under Article 5.15 have not been met. The Client may also use the withdrawal form, which forms Annex No. 1 to these Terms and Conditions, to withdraw from the Agreement. The Provider is obliged to return to the Client all payments received from the Client as Remuneration or part of the Remuneration within 14 days of the date of delivery of the notice of withdrawal from the Agreement, within 14 days of the date of conclusion of the Agreement, to the extent corresponding to the withdrawal from the Agreement (e.g., only in relation to one of several purchased Personal Care Programs). Payments will be refunded to the Client's Bank Account from which the relevant Remuneration was paid, unless the Provider and the Client agree otherwise.
- 5.15 The Client loses the right to withdraw from the Agreement within 14 days of its conclusion pursuant to Article 5.14.4 after the ordered Personal Care Services or Additional Services have been provided in full or the delivery of digital content other than on a tangible medium has commenced (e.g., creation of access to the Client Zone), if the provision of services and digital content began within this 14-day period, if, as part of the Order, the Client gives their consent to the commencement of the provision of Personal Care services before the expiry of the 14-day period from the date of conclusion of the Agreement (i.e., from the moment of receipt of the Order Confirmation) to withdraw from the Agreement; the Client may give this consent either (i) by ticking the checkbox in the case of an Order via the Reservation System, or (ii) in the form of a separate written consent delivered to the Provider in person, by post or by email. If the Client does not give such consent, the Provider will only begin to provide Personal Care services to the Client after the expiry of this 14-day period from the date of conclusion of the Agreement.
- 5.16 If the Client has given their express consent to the commencement of the provision of Personal Care services and digital content before the expiry of the 14-day period for withdrawal from the Agreement pursuant to Article 5.15 and withdraws from the Agreement within 14 days of its conclusion, they are obliged to pay the Provider the price for the services actually provided until the date of delivery of the Client's notice of withdrawal from the Agreement. The price for the services actually provided is calculated proportionally based on the total Remuneration agreed in the Agreement.
- 5.17 Complete information on the right to withdraw from the Agreement within 14 days of its conclusion is provided in Appendix No. 2 to these Terms and Conditions.

6. Client Zone

- 6.1 The Client Zone is a part of the Website www.vaslekar.sk that is accessible only to Clients to whom the Provider provides Personal Care services, to the extent corresponding to the valid Personal Care Program (or valid Supplementary Services). The creation and management of access to the Client Zone constitutes the delivery of digital content to the consumer other than on a tangible medium.
- 6.2 The Client Zone contains, among other things, an overview of the Personal Care services that the Client has ordered from the Provider and that the Provider has provided (or is providing) to the Client, as well as an overview of the Client's data recorded by Partners.
- 6.3 The Client Zone also contains a section in which the Client is given access to the relevant part of the Client's medical records by specific Partners. Based on this Agreement, the Provider shall ensure such access with the relevant Partner, however, the Provider does not operate or is not responsible for the relevant part of the Client Zone in which the medical records are made available, but only provides virtual space and software security to fulfill this obligation of the relevant Partner, which the Client ordered and paid for as part of the relevant Personal Care Program.
- 6.4 The Client will gain access to the Client Zone after successfully completing the Order (regardless of how it was placed)

from the moment of receiving the Order Confirmation confirming payment of the Fee. The access data to the Client Zone will be sent to the Client in the form of a verification link enabling the first access to the Client Zone, during which the Client will choose their own access password.

- 6.5 When using the Client Zone, the Client is obliged to protect their login details and personal data from misuse and unauthorized access, to ensure the security of information systems (i.e., in particular, to log in to the Client Zone via secure networks, to choose more complex access passwords, changing them regularly, and not disclosing them). In this regard, the Client is obliged to immediately notify the Provider of any misuse, loss, disclosure, or theft of login details to the Client Zone or unauthorized access to the Client Zone by a third party.
- 6.6 The Client also acknowledges that the Provider may cancel access to the Client Zone if the Client has seriously or repeatedly violated (or continues to violate) the terms and conditions or rules of use of the Client Zone set out in the Agreement or in the Terms and Conditions. The Client may cancel their access to the Client Zone at any time and without giving a reason by sending a request to the Provider's email address or using the functionality provided for this purpose, if available in the Client Zone.
- 6.7 **(Termination of access to the Client Zone)** Access to the Client Zone shall terminate no later than 15 days after the termination of the Agreement, at which time all of its content relating to the Client shall be deleted; during this period, the Client may, independently or in cooperation with the Provider, export all of their data from the Client Zone.
- 6.8 **(Rules for using the Client Zone)** If the Provider has published detailed rules for using the Client Zone on the Website www.vaslekar.sk, these become part of the Agreement between the Client and the Provider and are binding on the Client.
- 6.9 The website www.vaslekar.sk and its content and functionalities, including the Client Zone, are accessible on most standard computers and mobile devices and web browsers. If some of the functionalities of the website www.vaslekar.sk do not work properly in certain specific web browsers or browsers with specific settings, we recommend using a different web browser or resetting the browser to its default settings.
- 6.10 The website www.vaslekar.sk and its content and features are primarily available in Slovak and, at the Client's option, also in English.

7. Remuneration and Payment Terms

- 7.1 The amount of the Remuneration is determined by a special agreement between the Parties in accordance with the provisions of Article 3 and the Price List for Personal Care Services. It is final and no additional fees or costs will be added to it unless the Client expressly orders additional Personal Care Services.
- 7.2 The Client is obliged to pay the Provider Remuneration in the amount corresponding to the ordered Personal Care Program or ordered Additional Services in advance (i.e., before their actual provision).
- 7.3 In the case of an Order via the Reservation System, the Client shall pay the Remuneration by cashless payment using the Client's bank card via the Payment Gateway, to which the Client will be redirected after sending the Order. After successful payment, the Client will be automatically redirected back to the web interface operated by the Provider.
- 7.4 In the case of an Order placed in person, the Client shall pay the Remuneration in cash or by bank card (if possible) directly at the Provider's premises, or later on the basis of an invoice within its due date. In the case of an Order placed by e-mail or telephone, the Client shall pay the Remuneration in accordance with point 5.10, i.e. via the Payment Gateway after completing the Order via the Reservation System.
- 7.5 The Fee (or the part thereof to be paid by the Client) shall be deemed paid at the moment the funds corresponding to the amount of the Fee are credited to the Provider's designated bank account. Together with the Order Confirmation, the Provider shall also send the Client an invoice confirming the payment of the Fee (or the part thereof to be paid by the Client).
- 7.6 The Provider shall deliver the Order Confirmation and the invoice confirming payment of the Fee to the Client immediately after payment of the Fee.
- 7.7 If, in the case of an Order via the Reservation System, the Client does not pay the Fee (or a reduced amount as a result of applying an Employee Benefit) immediately after sending the Order and being redirected to the Payment Gateway (until the payment limit specified in the Payment Gateway expires), the Order is automatically canceled and the Provider is deemed not to have accepted the Order.
- 7.8 If, in the case of an Order placed by means other than the Reservation System, the Client fails to pay the Remuneration (or the reduced amount resulting from the application of the Employee Benefit) within the due date specified in the advance invoice, the Order shall expire and shall be deemed not to have been accepted by the Provider.
- 7.9 The Remuneration may also be paid in full or in part on behalf of the Client by their employer who cooperates with the Provider, or the Client may be provided with a discounted price for Personal Care services as part of the cooperation between the Provider and the Client's employer. In such a case, the Client must select the option to apply the Employee Benefit when placing the Order by entering the promo code received from their employer.
- 7.10 The Client agrees that the Provider is entitled to issue invoices (including their attachments) in electronic form and

send them to the Client's email address provided in the Order. The Client is obliged to immediately inform the Provider in writing of any change that affects mutual communication by electronic means (in particular a change in the Client's email address designated for sending electronic invoices). The Provider is not liable for damage or incompleteness of data caused by a failure during delivery via the Internet, for damage caused by poor connection quality, for damage caused as a result of any inability of the Client to connect to the Internet or as a result of the Client providing incorrect data or failing to inform the Provider of any changes thereto.

- 7.11 If the Client has given their consent to the commencement of the provision of Personal Care services before the expiry of the period for withdrawal from the Agreement in accordance with point 5.15 and (i) the subject of the Order is a Personal Care Program, the date of delivery of the service is the date of receipt of the Order Confirmation confirming payment of the Remuneration by the Provider to the Client, if the Program is limited in time; or (ii) the subject of the Order is a Personal Care Program that is not limited in time, or Additional Services, the date of delivery is the date of receipt of the Order Confirmation confirming payment of the Remuneration by the Client to the Provider. If the Client has not given their consent to the commencement of the provision of Personal Care services before the expiry of the withdrawal period from the Agreement pursuant to point 5.15, the date of delivery of the service is the day following the expiry of the 14-day withdrawal period (i.e. after the Client has not exercised their right of withdrawal within this period). In any case, the provision of the ordered Personal Care services is conditional upon the Client's prior full payment of the relevant Remuneration.
- 7.12 The Parties agree that the Provider is not obliged to provide the Client with Personal Care services according to the ordered Personal Care Program until the Client pays the Provider the full amount of the Remuneration that they are obliged to pay. The Provider is therefore not in default with the provision of Personal Care services, even if the Personal Care Program according to the Client's Order would otherwise be valid. However, this does not affect the Client's obligation to pay the Remuneration in full.
- 7.13 **(Application of the Employee Benefit consisting of a discounted price)** The Parties agree that if the Client's employer provides the Client with an Employee Benefit consisting of a preferential price for Personal Care services, the Client may apply this Employee Benefit by notifying the Provider of this fact in the Order, together with the specific code provided to them by their employer. The Provider will verify whether the Client's employer is a contractual partner of the Provider and whether it provides the Client with an Employee Benefit consisting of a discounted price for Personal Care services and to what extent.
- 7.14 If the verification results in a finding that the Client's employer provides the Client with an Employee Benefit consisting of a discounted price for Personal Care services, the Client is obliged to pay the Provider the amount of the Remuneration corresponding to the discounted price according to the Employee Benefit provided in relation to this Order. The provisions of paragraph 7.12. of the Terms and Conditions are not affected by this.
- 7.15 **(Application of the Employee Benefit consisting in the payment of the Remuneration or part thereof)** The Parties have agreed that if the Client's employer provides the Client with an Employee Benefit consisting in the payment of the Remuneration or part thereof, the Client may apply this Employee Benefit by notifying the Provider of this fact in the Order, together with the specific code provided to them by their employer. The Provider shall verify whether the Client's employer is a contractual partner of the Provider and whether it provides the Client with an Employee Benefit consisting of the payment of the Fee or part thereof, and to what extent.
- 7.16 If the verification results in a finding that the Client's employer provides the Client with an Employee Benefit consisting of the payment of part of the Remuneration, the Client is obliged to pay the Provider the Remuneration reduced by the amount paid to the Provider by the employer in relation to this Order. The provisions of paragraph 7.12. of the Terms and Conditions shall remain unaffected.
- 7.17 If the verification results in a finding that the Client's employer provides the Client with an Employee Benefit consisting of payment of the Remuneration in full, the Client is not obliged to pay the Remuneration to the Provider in relation to this Order. The provisions of Section 7.12 of the Terms and Conditions shall apply mutatis mutandis.
- 7.18 In the event of a justified Complaint recognized by the Provider in accordance with Article 9 of the Terms and Conditions, on the basis of which the Client is entitled to a refund of the Remuneration (or part thereof), or in the event that the Client is entitled to a refund of the Remuneration (or part thereof) under the Terms and Conditions, the Remuneration shall be refunded to the Client **within seven (7) days** of the confirmation of the validity of the Complaint by the Provider, or from the moment the right to a refund of the Remuneration arises in accordance with the Terms and Conditions, to the Client's Bank Account.
- 7.19 If the Client is entitled to a refund of the Fee (or part thereof) and the Fee was paid by the Client's employer, the Fee (or part thereof) will be refunded to the employer. If the Remuneration was paid jointly by the Client and his/her employer, part of the refunded Remuneration (or part thereof) shall be refunded to the Client and part to his/her employer in the proportion in which they contributed to the payment of the Remuneration.
- 7.20 The Provider declares that the Remuneration includes all its costs necessary to fulfill its obligations under the Agreement.
- 7.21 The amount of the Remuneration determined in accordance with the provisions of Article 3 of the Agreement and this

article of the Terms and Conditions is exclusive of VAT if the Provider is not a VAT payer. If the Provider is (or becomes in the future) a VAT payer, the invoiced Remuneration will be increased by VAT in accordance with the legal regulations valid and effective at the time of invoicing.

8. Duration of the Agreement

- 8.1 **(Withdrawal from the Agreement)** Withdrawal from the Agreement must always include the identification details of the withdrawing Party (in the case of the Client, in particular, the first name, last name, and permanent address) and the number or date of conclusion of the Agreement or, as the case may be, the date of sending the Order. Notice of withdrawal from the Agreement must be in writing. Withdrawal from the Agreement is effective on the date of delivery of the notice of withdrawal from the Agreement to the other Party. The Client may withdraw from the Agreement within 14 days of its conclusion, under the conditions specified in these Terms and Conditions, using the sample form attached as Appendix No. 1 to these Terms and Conditions.
- 8.2 **(Termination)** Either Party may terminate the Agreement without giving any reason. Notice of termination must be in writing. The notice period is three (3) months and begins on the first day of the month following the month in which the notice of termination was delivered to the other Party.
- 8.3 If either Party terminates the Agreement, the Agreement shall expire at the end of the notice period. However, the Parties expressly agree that the termination of the Agreement shall not affect the partial mutual relations established by individual Orders for Personal Care Programs, which shall continue until the expiration of the validity of the individual ordered and fully paid Personal Care Programs. After termination of the Agreement, it is not possible to place further Orders, but Orders placed before the expiry of the notice period will continue to be governed by the provisions of the Agreement.
- 8.4 **(Impossibility of returning performance)** The Parties agree that in the event of early termination of the Agreement, they will not return the performance provided to each other; this agreement of the Parties also applies to all Orders of the Client. In the event of early termination of the Agreement, the Client is not obliged to reimburse the Provider for services already used, and the Provider is not obliged to return the Remuneration already paid by the Client. This does not affect point 8.5 of these Terms and Conditions.
- 8.5 If the Client withdraws from the Agreement before the complete provision of Personal Care services according to the Order after giving consent to the commencement of the provision of Personal Care services according to point 5.15 of these Terms and Conditions, they shall be obliged to pay the Provider a portion of the price corresponding to the Personal Care services already provided, which shall be calculated proportionally on the basis of the total Remuneration.

9. Complaints

- 9.1 The rights and obligations of the Parties relating to rights arising from defective performance are governed by the relevant generally binding legal regulations, in particular the provisions of the Civil Code and the provisions of the Consumer Protection Act. The Provider has adopted the following complaints procedure for such cases.
- 9.2 The Provider is responsible for ensuring that the Personal Care services it provides meet the quality requirements for Personal Care services corresponding to the nature of the Personal Care services provided and that they meet quality standards and legislative requirements.
- 9.3 The client is entitled to complain about defects and shortcomings relating in particular to:
- a) the quality of the Personal Care services provided;
 - b) Remuneration, if the Client reasonably believes that the Remuneration does not correspond to the Price List;
 - c) failure to provide Personal Care services properly and on time for reasons for which the Provider is responsible.
- 9.4 The Client acknowledges that, except in cases specifically provided for in the Terms and Conditions, they are not entitled to assert claims arising from defects in the Personal Care services provided if (i) the Personal Care services were not provided at all or were not provided properly, on time, and in the required quality for reasons for which the Provider is not responsible, i.e. due to an objective obstacle in the provision of Personal Care services, (ii) the failure to provide Personal Care services or the failure to provide Personal Care services properly, on time, and in the required quality was caused by reasons on the part of the Client or a third party, (iii) the Client failed to comply with and/or violated the Terms and Conditions and/or instructions of the Provider or its employees, (iv) the Client provided incorrect, incomplete, or misleading information in the reservation and Order, (v) circumstances arose that excluded

the Provider's liability and/or a decision was issued by a state authority or competent public authority, due to which it is not possible to provide Personal Care services at all or properly, on time and in the required quality.

- 9.5 The Client is obliged to report defects and shortcomings within the meaning of this article of the Terms and Conditions without undue delay after they could have been discovered with due attention, but no **later than 30 days** from the date of provision of Personal Care services, otherwise the Client's right to report defects and shortcomings shall expire. The Provider is obliged to issue the Client with written confirmation of the Complaint (regarding the complaint of a defect in any of the Personal Care services) to the Client immediately after the Complaint is filed, and of the period within which the defect will be remedied, which may not exceed 30 days from the date of the full filing of the Complaint.
- 9.6 The Client may report defects within the meaning of paragraph 9.3 either in writing to the Provider's registered office or by e-mail to the e-mail addresses published on the Website www.vaslekar.sk. In the complaint, the Client shall:
- provide their contact details;
 - describe in detail the defect and deficiency in the Personal Care services provided;
 - attach any evidence justifying their claim.
- 9.7 The Provider or an employee authorized by the Provider (or another designated person) is obliged to inform the Client of their rights when filing a complaint in accordance with the Civil Code and the Consumer Protection Act, and based on the Client's decision as to which of these rights they are exercising, the Provider shall determine the manner of handling the Complaint immediately, in complex cases no later **than three working days** after receiving the Client's decision, and in justified cases, given the scope and seriousness, **no later than 30 days** after receiving the Client's decision. If:
- it is a removable defect in Personal Care services, the Client has the right to request from the Provider free, timely and proper removal of the defect or a reasonable discount from the Remuneration;
 - it is an irreparable defect in Personal Care services, the Client has the right to request that the Provider provide Personal Care services free of charge, or to withdraw from the Agreement and receive a refund of the Remuneration paid;
 - If it is a recurring removable defect or a larger number of defects, the Client has the right to request a reasonable discount from the Provider or to withdraw from the Agreement.

The Provider is obliged to issue the Client with written documentation of the handling of the Complaint within the period for handling the Complaint.

- 9.8 The Client shall have no rights arising from defective performance with regard to defects or damage that arose after the provision of Personal Care services other than as a result of a breach of the Provider's obligations. The Provider shall inform the Client of the settlement of the claim within the period for settling the Complaint in the same manner in which the Complaint was filed by the Client.
- 9.9 The Provider shall not be liable in cases of objective technical obstacles or other objective circumstances causing temporary full or partial unavailability of the Website www.vaslekar.sk, including the Client Zone or any of its functionalities, including the removal of errors in the program, the implementation of security measures, performing system updates or upgrades, for the necessary period of time.
- 9.10 The Client acknowledges and agrees that the use of the Website www.vaslekar.sk, including the Client Zone, is associated with certain risks in the area of technical security, consisting mainly in the possibility of third parties breaking through technical security, data leaks, misuse of login details by unauthorized persons, DDoS attacks (Distributed Denial of Service), as well as risks associated with malfunctions and outages as natural consequences of the necessary use of the Internet and electronic communications, and other threats associated with the use of the Internet in general. The client accepts this risk and undertakes to take all reasonable steps to eliminate or limit, to the maximum extent possible, the possibility of damage or other adverse consequences on their part in connection with the website www.vaslekar.sk. The Provider has taken appropriate and reasonable measures to eliminate such risks in the area of technical security and to ensure the reasonable availability of the Website www.vaslekar.sk and its functionalities, including in cooperation with experienced IT experts and by selecting appropriate tools to create robust technical security.
- 9.11 The Provider is not responsible for the Client's access to the Internet or for any fees that may apply to the Client for its use. The Provider is not responsible for the hardware or software of the Client's device (or its compatibility) that the Client uses to access the Website www.vaslekar.sk. The Provider is not responsible for any malfunction or incomplete functionality of the Website www.vaslekar.sk on certain devices, e.g. due to the Client's prohibition of the use of cookies on their device, etc. The Internet connection to the Website www.vaslekar.sk is not associated with any additional fees or costs on the part of the Provider.
- 9.12 The Provider bears no responsibility in the event of misuse of the Client's login details to their Client Zone by an unauthorized person. In such a case, the Provider is entitled to reset the Client's login details or request that they reset

their login details, or cancel the Client's access to the Client Zone. If the login details are misused in accordance with the first sentence of this point due to the proven fault of the Client, the Client may be liable for any damage incurred by the Provider as a result.

10. Dispute resolution

- 10.1 The Parties undertake to make every effort to settle amicably any disputes arising from or in connection with the Agreement.
- 10.2 The Client has the right to contact the Provider with **a request for redress** if they are not satisfied with the manner in which the Provider has handled their Complaint, or if they believe that the Provider has violated their rights. If the Provider rejects such a request from the Client or fails to respond to it within 30 days of the date of submission of the request, the Client is entitled to file a proposal for alternative dispute resolution in accordance with the ADR Act with an alternative dispute resolution entity from the List of ADR Entities of the Ministry of Economy of the Slovak Republic. The Client may file a motion in the manner specified in the provisions of § 12 of the ADR Act; to file a motion, the Client may also use a form, a template of which is available on the website of the Ministry of Economy of the Slovak Republic and each alternative dispute resolution entity. The possibility of turning to the court is not affected by this.
- 10.3 The address for submitting complaints in electronic form to the Slovak Trade Inspection Authority is:
SOI Inspectorate for the Bratislava Region, Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava, Supervision Department, e-mail: ba@soi.sk;
and for alternative resolution of consumer disputes:
Slovak Trade Inspection, Bajkalská 21/A, 827 99 Bratislava 27, e-mail: ars@soi.sk, website: www.soi.sk.
- 10.4 Contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes, amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes), as amended by Regulation (EU) No. 2024/3228 of the European Parliament and of the Council, which repealed the European online dispute resolution platform, is the European Consumer Centre Slovak Republic, with its registered office at Mlynské nivy 44/A, 827 15 Bratislava 212, Slovak Republic, e-mail: eccnnet_sk@ec.europa.eu, telephone: +421 905 528 477, website: <https://www.europskyspotrebitel.sk/>.
- 10.5 The current **list of all alternative dispute resolution entities** is available on the website of the Ministry of Economy of the Slovak Republic: <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/oznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>.

11. Force majeure and change of circumstances

- 11.1 Circumstances that occur regardless of the actions and will of the Parties, are unavoidable and/or insurmountable, and which affect the performance of any of the Agreements, and which could not have been reasonably anticipated or foreseen at the time of conclusion of the Agreement, shall be considered circumstances of Force Majeure.
- 11.2 Force majeure circumstances may include, in particular, war or a state of war, blockade, insurrection, rebellion, civil unrest, expropriation, confiscation or nationalization, blockade of transport routes, strikes, environmental disasters, unusual floods, earthquakes, droughts or epidemics, etc.; On the contrary, a situation related to the spread of the SARS-CoV-2 (Covid-19) virus pandemic or a similar virus is not considered a force majeure circumstance, but restrictions imposed by public authorities that affect the performance of the Agreement may be considered a force majeure circumstance in this context.
- 11.3 Neither Party shall be liable for non-performance or defective or delayed performance of its obligations under the relevant Agreement if this is caused by circumstances of Force Majeure on the part of the affected Party.
- 11.4 Each Party shall be obliged to notify the other Party immediately by e-mail of the occurrence of circumstances of Force Majeure, their nature, their expected impact on the performance of their obligations under the relevant Agreement, and the expected duration of the Force Majeure, or their termination, if applicable.
- 11.5 Each Party shall make every effort to minimize any delay in the performance of the relevant Agreement due to circumstances of Force Majeure.
- 11.6 If, after the conclusion of the Agreement, the circumstances that preceded the conclusion of this Agreement change to such an extent that its performance becomes more difficult for the Provider, especially in the case of increased costs of performance for the Provider, the Provider shall have the right in relation to such an Agreement to demand that the Client resume negotiations on the Agreement, provided that (i) the Provider could not reasonably have foreseen or excluded the change and (ii) the change occurred after the conclusion of the Agreement or became known to the Provider after the conclusion of the Agreement. In such a case, the Provider is entitled to withdraw from the Agreement.

12. Communication and delivery

- 12.1 Unless otherwise specified in the Terms and Conditions, any notices, requests, and other documents or information intended for the other Party or required by the Terms and Conditions, as well as any other communication between the Parties, shall be in the Slovak language and shall be delivered to the other Party in one of the following ways:
- a) by email to the relevant email address of the other Party as specified in the Terms and Conditions, if possible, with a request for delivery confirmation;
Client's email: specified in the Agreement or in the Order
Provider's email: specified in Article 13 of the Terms and Conditions
 - b) by registered mail with delivery confirmation;
 - c) by courier service that allows for delivery verification.
- 12.2 A message sent in the above manner shall be deemed to have been delivered to the Party to whom it is addressed:
- a) in the case of delivery by e-mail, on the date of receipt of confirmation of successful delivery of the e-mail message (or equivalent document), or if the message was not sent with a request for delivery notification, on the day following the date of sending the message;
 - b) in the case of delivery by post, on the date of receipt of the message; if the Party to whom the message is addressed does not accept or refuses to accept the message, or if it is not possible to deliver the message for other reasons, the message shall be deemed to have been delivered on the tenth working day after the message was sent;
 - c) in the case of delivery by courier service, on the date of receipt of the message; if the Party to whom the message is addressed does not accept or refuses to accept the message, or if it is not possible to deliver the message for other reasons, the message shall be deemed to have been delivered on the tenth working day after the message was handed over to the courier service.
- 12.3 If the nature of the information being delivered allows it and if it is expedient, the Parties may also communicate in other ways in ordinary matters, for example in person, by telephone, or by SMS. In the case of personal and telephone communication, messages shall be deemed delivered immediately, and in the case of communication via SMS, at the moment of delivery of the SMS to the receiving Party.
- 12.4 The Parties agree that any communication regarding the amendment or termination of the Agreement must be delivered to the other Party in writing, either by registered mail with delivery confirmation or by courier service that allows for verification of delivery, unless these Terms and Conditions provide otherwise (e.g., communication via email or the designated functionality of the Website www.vaslekar.sk).

13. Provider's contact details

- 13.1 The Provider's contact details are as follows:
- a) Customer service telephone line: **+421 940 40 90 70** ;
 - b) Email address: poliklinika@vaslekar.sk;
 - c) Website: **www.vaslekar.sk**.

14. Final provisions

- 14.1 The Parties agree that if the relations established by the Agreement contain a foreign element, they shall be governed by Slovak law, without the application of conflict of law rules. This shall not affect the Client's rights arising from generally binding legal regulations.
- 14.2 If any provision of the Agreement (including the Terms and Conditions) is or becomes invalid or ineffective, it shall be replaced by a provision that most closely approximates the meaning of the invalid or ineffective provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions of the Agreement.
- 14.3 The Client acknowledges that all rights to the Website www.vaslekar.sk, in particular copyrights to the content, layout of the website, photographs, videos, graphics, trademarks, logos, and other content and elements, belong to the operator of this website. It is prohibited to copy, modify, or otherwise use or interfere with the website www.vaslekar.sk or any part thereof without the consent of the copyright holder.
- 14.4 The Client agrees that the Provider is entitled to issue invoices (including their attachments) in electronic form and send them to the Client's email address specified in the Agreement or Order. The Client is obliged to immediately inform the Provider in writing of any change that affects mutual communication by electronic means (in particular a change in the Client's email address designated for sending electronic invoices). The Provider is not responsible for damage or incompleteness of data caused by a malfunction during delivery via the Internet, for damage caused by poor Internet connection, or for damage caused by any inability of the Client to connect to the Internet. In the event of

a delay by the Provider in delivering the invoice to the Client, the Client shall not be in default with the payment of the relevant invoiced services and the Provider shall not be entitled to any interest on late payment. The due date of the relevant invoice shall also be postponed by the period of delay in the delivery of invoices.

- 14.5 Liability for damages is governed by the provisions of the Civil Code. The Provider shall be liable for damage caused to the Client by a breach of its obligations under the Agreement, but this liability shall be limited in relation to individual Orders to a maximum of the Remuneration paid by the Client in relation to the Order affected by the breach of obligations.
- 14.6 For the avoidance of doubt, the Client declares that it is aware that the Provider is not liable for any damage caused by any incorrect provision of healthcare by any of the Partners or other actions of the Partners.
- 14.7 The Parties agree that the Provider may amend the Terms and Conditions without a separate agreement with the Client if such amendments are in the Client's interest or in the event of changes in legislation and legal acts; The Provider shall immediately inform the Client of such changes by delivering a notice of change to the Terms and Conditions with a reference to their wording published on the Website www.vaslekar.sk. Changes to the Terms and Conditions made in this manner shall be effective vis-à-vis the Client upon delivery of the notice of change.
- 14.8 The Provider is entitled to make unilateral changes to the Terms even if they are to the detriment of the Client, however, the Provider is obliged to notify the Client of such changes in writing in advance, no later than 30 days before their effective date, which shall be specified in the notification, together with a reference to their wording published on the Website www.vaslekar.sk, and in the case of substantial changes, also by sending their wording to the Client's e-mail address. If the Client does not agree with the change to the Terms and Conditions, they have the right to withdraw from the Agreement under this reason no later than 30 days after delivery of the notification of this change, with the withdrawal taking effect on the date of effect of the notified change to the Terms and Conditions; If the Client does not withdraw from the Agreement within this period or agrees otherwise with the Provider, it shall be deemed that upon expiry of the period for withdrawal from the Agreement, the Client agrees to the amended wording of the Terms and Conditions.

The Terms and Conditions are effective from April 10, 2024.

Update of the Terms and Conditions: September 1, 2025.

APPENDIX NO. 1 TO THE TERMS AND CONDITIONS
Sample form for withdrawal from the Agreement

WITHDRAWAL FROM THE AGREEMENT

Poliklinika Váš Lekár, s.r.o.

Mlynské nivy 18890/5,
Bratislava – Ružinov district 821 09
E-mail: poliklinika@vaslekar.sk;

Given that I am no longer interested in receiving personal care services based on the Agreement for the Provision of Personal Care Services, concluded on _____ between the following contracting parties:

1. **Poliklinika Váš Lekár, s.r.o.**,
with its registered office at Mlynské nivy 18890/5, Bratislava – Ružinov district 821 09, Slovak Republic,
ID No.: 54 856 221, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, File No. 164255/B,
e-mail: poliklinika@vaslekar.sk (hereinafter referred to as the "**Provider**")

and

2. by me as **the Client**:

first and last name:

date of birth:

permanent address:

(hereinafter referred to as the "**Agreement**");

hereby announce that, pursuant to the provisions of Section 19(1) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Supplements to Certain Acts, I hereby **withdraw** from the Agreement concluded between me and the Provider within 14 days of its conclusion.

This withdrawal from the Agreement applies to only the following service package _____/the entire Agreement

* Cross out any that do not apply or select one of the options in the online form; if the withdrawal concerns only one of several purchased service packages, fill in its name

In Bratislava on _____ Client: /First and last name/
	Client's first name, last name, and signature

APPENDIX NO. 2 TO THE TERMS AND CONDITIONS

INSTRUCTIONS ON EXERCISING THE CONSUMER'S RIGHT TO WITHDRAW FROM A DISTANCE AGREEMENT

1. Right to withdraw from the Agreement

You have the right to withdraw from this Agreement or part thereof in relation to a specific package from several purchased service packages without giving any reason within 14 days.

The withdrawal period expires after 14 days from the date of conclusion of the Agreement (i.e., delivery of the Order Confirmation confirming payment of the Fee).

When exercising your right to withdraw from the Agreement, please inform us of your decision to withdraw from this Agreement by means of an unequivocal statement (e.g., by letter sent by post or e-mail) to the following address: Poliklinika Váš Lekár, s.r.o., with its registered office at Mlynské nivy 18890/5, Bratislava – Ružinov district 821 09, Slovak Republic, or by email to poliklinika@vaslekar.sk; tel. no.: +421 940 40 90 70.

For this purpose, you can use the sample form for withdrawal from the Agreement, which we have made available to you on our website, and which forms Annex No. 1 [Terms and Conditions](#), but its use is not mandatory. You can also use the online form for withdrawal from the Agreement, if available on our website www.vaslekar.sk. If you use this option, we will immediately confirm the acceptance of your withdrawal from the contract on a durable medium, such as by email.

The deadline for withdrawal from the Agreement is met if you send a notice of exercising your right to withdraw from the Agreement before the deadline for withdrawal from the Agreement expires.

2. Consequences of withdrawal from the Agreement

After withdrawing from the Agreement, we will refund all payments you have made in connection with the conclusion of the Agreement, including the costs of delivering the goods to you. This does not apply to additional costs if you have chosen a different type of delivery than the cheapest standard delivery method we offer. Payments will be refunded to you no later than 14 days from the date we receive your notice of withdrawal from the Agreement. The refund will be made using the same method you used for your payment, unless you have expressly agreed to a different method of payment, and without charging any additional fees.

If you requested the commencement of the service during the withdrawal period, you are obliged to pay us the price for the service actually provided until the day you notified us of your decision to withdraw from this Agreement.