

General Terms and Conditions

KYKO med s.r.o.

with registered office at Tišická 396/1, Čimice, 181 00 Praha 8

IČO: 28433939

registered in the Commercial Register under No. C 141198 kept at the Municipal Court in Prague (hereinafter referred to as "**Provider**")

hereby establishes, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "**CC**"), the following general terms and conditions (hereinafter referred to as the "**GTC**") for the provision of services in its premises:

I. Definitions and abbreviations

1.1. Definitions:

The following terms used in this document mean and are understood to mean the following:

Price list	part of the Provider's service offer defined in Article III. GTC, made available at the reception as a price list of non-covered services and a price list of additional services (hereinafter both also referred to as "price list", unless otherwise stated)
Covered services	Health services covered under § 13 et seq. of Act No. 48/1997 Coll., on Public Health Insurance; i.e. covered by the Provider's contracted health insurance companies for the insured of these health insurance companies to the extent of the relevant legislation, including implementing legislation and contracts concluded with the Provider
Client	natural person who is a patient of the Provider within the meaning of Act No 372/2011 Coll., on Health Services
Offer	the scope of services provided by the Provider pursuant to Article III. GTC
Non-covered services	health services not covered by public health insurance pursuant to Section 15 of Act No 48/1997 Coll., on Public Health Insurance, and also health care services not covered by the Provider's contracted health insurance companies on the basis of the relevant legislation providing for reimbursement from public health insurance and/or contracts concluded with the Provider
Insurance company	Health insurance company with which the client is insured as an insured person according to Act No. 48/1997 Coll., on public health insurance, and which has concluded a contract with the Provider
Provider	KYKO med s.r.o., with registered office at Tišická 396/1, Čimice, 181 00 Praha 8, ID No.: 28433939
Establishment	Provider's medical facility in the building at Tišická 396/1, Prague 8
Reception	the Provider's contact point at its premises for contact with clients at the time published by the Provider
Publication	Publication of the information or document on the Provider's website at www.kykomed.cz and/or through the reception

II. Conditions for the provision of health services

- 2.1. The provider is an operator of a non-state health care facility and provides clients with health care services covered by public health insurance in accordance with contracts concluded with contractual insurance companies and/or not covered by public health insurance within the scope of its activity in its premises. The care is provided on the basis of the client's request for its provision by the Provider. The Provider is entitled to refuse the Client's request for care, unless such refusal is contrary to the Health Services Act.
- 2.2. The Client is entitled to refuse the provision of care and/or not to request care at all.
- 2.3. The Client is obliged to disclose to the Provider's attending physician any material facts that may affect the provision of care.
- 2.4. The Provider does not condition the Client's right to receive covered services, to freely choose a physician, on any registration fees, additional payments, withdrawal of other services, or sponsorship gifts, and does not require any additional payment for covered services rendered.

III. Offer of services

- 3.1. The Provider provides health care on the basis of the client's request within the scope of its activity and expertise, in relation to the current offer of services and the capacity of the Provider. The Provider shall provide health services, both covered and non-covered, in accordance with applicable legislation, in particular Act No. 372/2011 Coll., on Health Services and Act No. 48/1997 Coll., on Public Health Insurance, including implementing regulations.
- 3.2. The provider is a contracted medical facility of insurance companies, whose list it publishes.
- 3.3. Non-covered services may be charged according to the price list available at the reception and on the Provider's website.
- 3.4. The offer may include additional services, the prices of which are specified in the price list for additional services. Additional services are e.g. towel rental services, access to showers, etc., they are not "medical" services.
- 3.5. The provision of covered services is not conditional on the purchase of any of the additional services and/or non-covered services.
- 3.6. The Client is entitled to order non-covered and/or additional services from the Provider's offer through the reception. The offer of additional services is specified in the price list of additional services. Supplementary services are not covered by public health insurance and are provided on the basis of a verbal order from the Client, at the reception desk in accordance with these GTC, which are available at the reception desk and on the Provider's website.
- 3.7. The opening and office hours, as well as the Provider's contacts, are published.

IV. Provider's remuneration for services

- 4.1. The amount of remuneration for services under Article III, paragraphs 3.3 and 3.4 of these GTC shall be determined by the Provider in the price list of non-covered services and the price list of additional services. The Provider reserves the right to update the price lists according to Article V. of these GTC.

V. Changes to GTC, price list update

- 5.1. The GTC and the price list are available at the reception; an authorized employee of the Provider shall acquaint the client with the GTC and the price list when arranging services at the reception.
- 5.2. The Provider reserves the right to change the GTC and the price list by unilateral modification; changes and updates to these documents shall be made available to clients at the reception. The Client is subject to the GTC and price list in force at the time when the Provider fulfils the Client's request for the provision of a specific service.
- 5.3. The Client may refuse the change of the GTC and price list and terminate the use of services with the Provider without giving any reason.
- 5.4. The Provider shall make the change to the GTC and price list available at least 30 days before the planned change takes effect. Upon the entry into force of the amendment to the GTC, the existing text of the GTC shall cease to be valid; the new text of the GTC after the amendments shall replace the existing text of the GTC.
- 5.5. If the Client does not refuse the provision of services by the Provider no later than 1 working day before the proposed effective date of the new version of the GTC and price list, the Client shall be deemed to have accepted the change with effect from the effective date set by the Provider. The Provider reserves the right to make a unilateral change to the GTC and the price list with immediate effect if the change is solely for the benefit of the Client.

VI. Final Provisions

- 6.1. The rights and obligations are governed by the relevant legal provisions, in particular the CC and the regulations governing the provision of health services.
- 6.2. These GTC shall enter into force and effect on 1 April 2024.