

**General Contract Terms  
(hereinafter the „Terms“)  
of company ProCare, a.s., Einsteinova  
23-25, 851 01 Bratislava, company ID:  
35 890 568 on personal management  
provision related to healthcare  
provision**  
Version: MY052018

**I.**

**Initial provisions**

1. Company ProCare, a.s., Einsteinova 23-25, 851 01 Bratislava, company ID: 35 890 568, incorporated in the Company Register kept at the District Court Bratislava I, section Sa, file No. 3363/B (hereinafter „**ProCare**“) is a legal entity properly founded and existing in compliance with the Slovak legislation, providing to its clients the services of complex management of healthcare services provision so as they are treated in case of health problems occurred in a healthcare facilities in the most effective manner upon saving the Client's time.

2. For purposes of the Terms, the below stated terms shall have the following meanings:

a) **The Network** consists of healthcare providers under control of ProCare. Current list of healthcare providers included in the Network is available on Internet website [www.procare.sk](http://www.procare.sk). Extent of the Network is up to internal decision of company ProCare. Healthcare and related services are provided to the Clients within the Network pursuant to Act No. 576/2004 Coll. on Healthcare and related services provision as amended (hereinafter „**Act No. 576/2004 Coll.**“).

b) **Provider** any of the legal entities controlled by ProCare as a healthcare provider based on the permit issued by competent authority pursuant to Act No. 578/2004 Coll. on Healthcare Provision, Medical Staff, Professional Organizations in Healthcare Sector as amended (hereinafter „**Act No. 578/2004 Coll.**“).

c) **Healthcare** is a system of activities performed by medical staff, including provision of pharmaceuticals, medical aids and dietary food, aimed at prolonging life of physical individual, increasing his/her life quality and healthy development of future generations; healthcare includes prevention, dispensation, diagnostics and therapy. The Client receives healthcare upon his/her request within the material extent specified in the healthcare provision permits issued to particular Network healthcare providers,

- d) **The Client** – person that is in contract relation with the Provider and concluded contract with ProCare,  
e) **Healthcare legal relation** – relation between the Client and the Provider established according to provisions of § 12 Act No. 576/2004 Coll.  
f) **Contract** – contract of service provision and management of healthcare provision concluded between ProCare and the Client in which ProCare committed to perform complex management activities for the Client at provision of healthcare and related services to him/her based on preferences, wishes and needs, and taking in account the permits issued and operating hours..  
3. The terms are aimed at regulating in detail the rights and obligations between ProCare and the Client within the relation established by the Contract.

**II.**

**ProCare activity performance**

1. ProCare performs complex management activities for the Client at provision of healthcare and related services within the Network, namely:
- a) operation and provision for functionality of the private call center receiving Clients' requests for healthcare provision and carrying out the requests by the Providers,
  - b) receipt of the Clients' requests for healthcare provision within the private call center operating hours,
  - c) based on Clients' request nature pursuant to item b) hereof, seeking of Network healthcare facility that is capable of providing relevant healthcare to the Client in the most effective and promptest manner,
  - d) based on Clients' request nature, making appointments for healthcare provision in available terms and available Network healthcare facilities,
  - e) in the name of the Clients, making appointments for healthcare provision in Network healthcare facilities selected by them according to capacity and time availability of Network healthcare facility chosen by particular Client,
  - f) Providing for preliminary and subsequent health issues consultations for the Client and, based on the consultation outcomes, making subsequent actions related to health issues solving including special healthcare provision,
  - g) operation and provision for functionality of receptions located in the Network healthcare facilities in order to provide for on site management of persons directly in particular Network healthcare facilities.

**III.  
Reward**

1. ProCare performs Personal Care activities for the Client against payment.  
2. Amount of the reward is specified upon agreement pursuant to Act No. 18/1996 Coll. on Prices as amended. The reward amount shall be specified in the Contract. The amount varies within the Clients and depends on Personal Care program drawing by the Clients pursuant to their contracts, since the amount of activities that ProCare provides for the Client directly depends on the Personal Care program complexity and extent. Amount of the reward is specified in ProCare Price List (hereinafter the „**Price List**“) that is public accessible on Internet website [www.procare.sk](http://www.procare.sk).
3. Reward shall be paid in the amount according to the Price List in advance for the whole period of respective Personal Care program validity. The first day of validity of chosen new/ prolonged

Personal Care program shall be relation between the Client and ProCare considered the service delivery date shall become due on the 7th (seventh) pursuant to Act No. 222/2004 Coll. on day upon the payment call delivery to the Client at the latest. The payment call

Contract Party has right to terminate the Contract upon written termination notice delivered to the other Contract Party. The Contract can be terminated for reasons stated therein or in the Terms or for reasons stated in generally binding legal regulations of the Slovak Republic. Termination is acceptable upon delivery of written notice of termination to the other Contract Party or in e-form via sent filled in termination form available on [www.procare.sk](http://www.procare.sk)

4. Reward for the following period upon lapsed Personal Care program validity shall be due on the 10th day after lapsed previous period at the latest and in the amount according to valid Provider's Price List on the day of payment. If the Client follows the due date pursuant to the previous sentence, he/she can obtain loyalty discount on the Personal Care

program price, otherwise ProCare shall not register any receivables from the Client in the form of Personal Care program price settlement, nor claimed interest of late payment, nor any other financial liability of the Client in the terms of Client being late with Personal Care program price settlement. However, the Client shall not receive loyalty discount after lapsed due date, and no services related to Personal Care program shall be provided to him/ her until the due payment (clause 6 hereof).

5. Following the Personal Care program validity expiration (clause 4 hereof), the Client has right to choose any Personal Care program for the following period, i.e. also other one than that originally chosen in the Contract.

6. To avoid any doubts, the Client hereby confirms, acknowledges and unconditionally accepts that ProCare is obliged to provide Personal Care services to him/her according to the Contract only after settled due payment by the Client. If the Client fails to settle the payment in timely and proper manner pursuant to the Contract and the Terms, ProCare will have right to reject Personal Care services provision to him/her (clause 4 hereof) until the moment of the due reward settlement and the Client unconditionally agrees therewith. Provisions of clause 4 hereof shall not be affected thereby.

7. If the Client has been late with the due payment for more than 90 (ninety) days, ProCare will have right to terminate the Contract and inform thereon the Client in writing.

8. Termination of the Contract shall not apply to ProCare right for interest of late payment and other due payments that ProCare has became entitled to before the termination. Provisions of this clause shall apply only to cases when the Client failed to pay to ProCare for additional services provided to the Client by ProCare in excess of his/her Personal Care program.

9. All financial fulfillments due by the Client to ProCare where no due date has been specified herein or in the Contract or other document regulating legal

shall be delivered in writing in the way pursuant to Article VI clause 8 hereof, or

via e-mail pursuant to provisions of

Article VI clause 9 hereof, whatever is chosen by ProCare.

10. The reward includes all ProCare cost

to be spent by ProCare to fulfill its

commitments towards the Client resulting

from the Contract.

11. Personal Care nature mainly

represents provision for background

necessary for real Personal Care

provision, and for appointment for time

for fulfillment to the Client provided

exclusively upon the Client's request.

Accordingly, the reward shall be agreed

in flatrate amount and ProCare shall be

entitled to reward payment by the Client

regardless drawing of Personal Care

services by the Client, i.e. whether the

Client requests such services within

Personal Care program duration or not.

12. ProCare can decide on provision of

benefits to the Client within certain

Personal Care programs. Such decision

refers to ProCare internal decision and

ProCare is not obliged to do so. If

a benefit is provided to the Client within

certain Personal Care program, the terms

of Client application of the benefit are

decisive, i.e. if the Client wants to use the

benefit concurrently with conclusion of the

Contract, the terms applicable to the

benefits at the time of Contract conclusion

shall apply. If the Client applies the benefit

later after the Contract conclusion, the

terms applicable to the benefits at that

time shall apply. If the benefit refers to

discount on products or services and the

price of product/ service has changed

after the Contract conclusion, the Client

shall be entitled to discount on the price

valid at the time of benefit application. If

Provisions of clause 4 hereof shall not be the

material structure of benefits

associated with particular Personal Care

program changes, the Client will be

entitled to the benefit within the structure

valid at the time of benefit application.

#### IV. Contract duration

1. The Contract is concluded for unlimited period.

2. The Contract refers to a consumer contract pursuant to provisions of § 52 and subsequent §§ of Civil Code. If the contract was concluded exclusively via remote electronic communication, it shall follow provisions of Act No. 102/2014 Coll. on Consumer Protection at Sale of the Goods or Service Provision, based on remote contract conclusion or contract conclusion out of the Seller's operating premises as amended.

4. The Contract Parties have expressly agreed that if one of the Contract Parties exercises its right for the Contract termination, be it agreed in the Contract or resulting from applicable law, such termination shall not apply to the claims arisen before the moment of termination effect.

5. ProCare hereby instructs the Client that termination of the Contract shall cause cessation of all rights and obligations of the Contract Parties resulting from the Contract. Termination shall not affect indemnification for damage incurred by Contract breach or breach of Contract provisions related to choice of jurisdiction and other provisions that should survive the Contract termination, based on the will expressed by the Contract Parties or their nature. The Contract Party that received fulfillment from the other Contract Party before the Contract termination shall return the fulfillment; in case of financial fulfillment it shall be returned including the interest in the amount agreed in the Contract, otherwise the amount returned shall be determined pursuant to generally binding legal regulations of the Slovak Republic. In case of Contract termination by the Client ProCare shall return aliquot part of the reward paid to the Client.

#### V.

#### Common and final provisions

1. These Terms can be amended without special agreement with the Client but the amendment shall be notified to the Client through publishing on Internet website [www.procare.sk](http://www.procare.sk). Along with notified amendment, full wording of the Terms shall be published on the website [www.procare.sk](http://www.procare.sk) following the announced amendment. The Terms shall come in force and become effective upon publishing on Internet website [www.procare.sk](http://www.procare.sk).

2. If the Client disagrees with the amended Terms, he/she will have right to terminate the Contract upon notice that shall be delivered to ProCare on the 30th (thirtieth) day after publishing the amended Terms on Internet website [www.procare.sk](http://www.procare.sk) at the latest.

3. Termination of the Contract by the Client for whatever manner shall have the reason of termination specified; otherwise such termination is not valid.

4. For purposes of contract relation between ProCare and the Client, written form of the notice shall include also notice via e-mail to the address [info@procare.sk](mailto:info@procare.sk) or to the Client's address that he/she provided to ProCare for communication purposes.

5. To avoid any and all doubts, any shipment sent by any Contract Party to the other Contract Party in written form shall be considered delivered to the recipient upon lapsed 5th working day after the shipment sending to the last known recipient address, provided that earlier date of delivery hasn't been confirmed. If announcement of facts pursuant to the Terms by the Client is expected on the website, such notices on the website shall be considered published by the Client on the date of publishing on the website.<sup>1</sup>

6. If announcement of facts/ delivery pursuant to the Terms by the Client is expected via e-mail, such facts shall be considered delivered/ provided at the moment of their sending to e-mail address, provided that they were sent between 09:00 AM and 4:30 PM during the working day. If the notice was sent via e-mail working day before 09:00 A.M., it shall be considered delivered to the recipient at 09:00 AM on the following day. If the notice was sent via e-mail working day after 4:30 P.M., it shall be considered delivered to the recipient at 09:00 AM on the following working day.

7. Liability for damage shall follow the provisions of Civil Code. ProCare shall be held responsible for damage incurred to the Client by the breach of ProCare obligations resulting from the Contract; however such responsibility shall be limited to the amount of reward paid by the Client for period during which the duty of ProCare was breached, subject to liability of ProCare for damage incurred to the Client. To avoid any and all doubts, the Client and ProCare hereby confirm that ProCare shall not be liable to the Client for damage caused by incorrect provision of healthcare. Provider of healthcare that incorrectly provided healthcare to the Client shall be the only one responsible to the Client for any damages and claims resulting from incorrect provision of healthcare.

8. These Terms represent an integral part of the Contract. In case of any discrepancy between the Contract and the Terms, Contract provisions shall prevail if they can be applied separately from the Terms.

9. If any Contract provisions are fully or in part invalid or effective or are about to expire or become ineffective, it shall not affect validity and effect of the remaining Contract or the Terms provisions. The invalid and/ or ineffective provisions shall be replaced with legal regulation that is as close as possible to the meaning and purpose of invalid/ ineffective provision.

10. Legal relations resulting from the Contract shall follow the Slovak Civil Code and related regulations of the Slovak Republic.

**Effective from May 25,2018**