

# TERMS AND CONDITIONS OF USE FOR ONLINE “myCANADIAN” APPLICATION

(hereinafter the “Terms and Conditions of Use”)

## I. Introductory Provisions

1. The operator of

- the “myCANADIAN” mobile application
- the “myCANADIAN” web application available at the address my.canadian.cz

(hereinafter jointly referred to as the “**Application**”)

and services specified in these Terms and Conditions of Use whose provision occurs through the Application, as a client zone, is the company:

Canadian Medical s.r.o.

registered number: 267 75 816, registered office: Evropská 859/115, Vokovice, 160 00 Prague 6, Czech Republic, entered in the Commercial Register maintained by the Municipal Court in Prague under file reference C92970

(hereinafter the “**Operator**” or “**Canadian Medical s.r.o.**”).

2. The Operator of the Application is part of the EUC group, i.e. a business grouping in the sense of Act No. 90/2012 Coll., on business companies and cooperatives, as amended (Act on Business Corporations), where the controlling company is EUC a.s., registered number: 267 75 816, registered office: Evropská 859/115, Vokovice, 160 00 Prague 6, Czech Republic, entered in the Commercial Register maintained by the Municipal Court in Prague under file reference B7918 (hereinafter the “**EUC Group**”).
3. The Operator declares and therefore renders indisputable that it operates the Application through which it provides the services specified below in healthcare as a provider of healthcare services based on its public authorisation to provide healthcare services in accordance with Act No. 372/2011 Coll., on healthcare services and the terms and conditions of their provision, as amended (hereinafter the “**Act on Healthcare Services**”), which was granted to it in accordance with the aforementioned act based on a legitimate decision of a public power authority.
4. With regard to the previous paragraph, the Operator declares that it is properly entered in the providers register in accordance with Section 74 of the Act on Healthcare Services, in which registered healthcare service providers are stated in accordance with the Act on Healthcare Services.
5. The Operator declares and therefore renders indisputable that the Application is equipped with the relevant software (computer program) in accordance with Section 65 et seq. of Act No.121/2000 Coll., on copyright, rights related to copyright and an amendment to some acts, as amended (hereinafter the “**Copyright Act**”), which enables provision in a secure digital environment of healthcare services in a remote manner, as specified as a part of these Terms and Conditions of Use (hereinafter the “**Healthcare Software**”), in particular in Article IV of these Terms and Conditions of Use.

6. These Terms and Conditions of Use govern rights and duties between the Operator and users, i.e. patients within the meaning of Section 3 of the Act on Healthcare Services, of the Application (hereinafter referred to singly as a “**User**” or “**Patient**” or jointly as “**Users**” or “**Patients**”), who, using the Application, draw services specified as a part of these Terms and Conditions of Use.
7. The User is entitled to the free activation (making available) of the Application (i.e. in return for activating the Application the Operator is not entitled to bill any charges to which the Operator did not become entitled in accordance with the client contract that is specified as a part of this paragraph of the Terms and Conditions of Use) in accordance with Article III of these Terms and Conditions of Use, provided it is entitled to draw supplementary services of the Operator together with healthcare services (i.e. services in accordance with the Act on Healthcare Services) based on a contract that:
  - a) The User concluded individually with the Operator;
  - or
  - b) Was concluded with the Operator by a person different to the User, but in favour of the User, i.e. the User is the beneficiary of services under such Contract in accordance with Section 1767 et seq. of Act No. 89/2012 Coll, the Civil Code, as amended (hereinafter the “**Civil Code**”).(hereinafter the “**Client Contract**”)
8. Unless these Terms and Conditions of Use provide otherwise, arranging the activation and use of the Application in accordance with these Terms and Conditions of Use is part of the performance the Operator undertook to provide under the Client Contract and the Operator’s remuneration for the provision of the above is also governed by the provisions contained in the Client Contract.
9. For the purposes of full use of services that are offered through the Application, it is necessary for the User to have the Application open in a device that is connected to the internet.
10. The Application is offered to Users in Czech and English versions.
11. The Operator undertakes to provide the User with the free updating of the Application.

## **II. Copyright Protection of Application and Its Software**

1. The Application and the Healthcare Software are protected by the Copyright Act as copyright works in accordance with such act.
2. The Operator exercises copyrights related to the Application and the Healthcare Software. Neither the Application nor the Healthcare Software can be stored, altered or disseminated and other asset rights cannot be exercised regarding it, unless the Operator grants its prior written consent to this in advance.

## **III. Activation of the Application**

1. In order for the services provided through the Application to be made available, it is necessary for the User to activate them. The User will activate the Application in such a manner that:

- a) He/she visits any healthcare facility (clinic) of the Operator, where he/she receives:
- Based on a verification of identity through the submission of an ID Card in accordance with Act No. 328/1999 Coll., on ID cards, as amended, or a travel document in accordance with Act No. 329/1999 Coll., on travel documents, as amended;
  - Based on a verification of the validity of the insuree's ID card submitted through the contracts register of the relevant health insurance company, only in the event this concerns a Patient for which Remote Healthcare Services will be paid for from the public health insurance system;

a document with data necessary for the start of activation—i.e. in particular the User's first name and surname, as well as the activation code (hereinafter the "**Activation Document**");

- b) He/she subsequently visits, no later than the date stated in the Activation Document, the website [my.canadian.cz/aktivace](http://my.canadian.cz/aktivace), where:
- a. He/she chooses the e-mail address that he/she wants to use to log in to the Application;
  - b. He/she inputs the activation code stated in the Activation Document;
  - c. He/she inputs the PIN that was delivered to him/her at his/her e-mail address or mobile telephone number;
  - d. He/she selects the most secure password (i.e. numbers and a combination of large and small letters) that he/she wants to use to log in to the Application;
  - e. He/she confirms his/her consent to these Terms and Conditions of Use;
  - f. He/she confirms that he/she has familiarised him/herself with Information about the Protection of Personal Data (the "Privacy Terms") – i.e. the document through which the Operator performs its duties in accordance with Section 12 of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EE (the General Data Protection Regulation or "**GDPR**");
  - g. He/she actively expresses his/her will in such a manner that he/she presses the "Complete Activation" button.

2. The Application's User takes note and agrees that, at the moment the aforementioned steps (i.e. the procedure specified in Article III(1)(b) of the Terms and Conditions of Use) lead to comprehensive activation of the Application, a valid and effective contractual relationship arises between him/her and the Operator, the content of which is set out in these Terms and Conditions of Use.

#### **IV. Remote Healthcare Services Provided in the Application**

1. Healthcare services will be provided in a remote manner through the Healthcare Software that is part of the Application.
2. Remote Healthcare Services are provided:

- Without the Patient's physical presence in the healthcare facility in accordance with Section 4(1) of the Act on Healthcare Services (i.e. without personal contact with a healthcare worker);
- For the purpose of resolving an individual healthcare problem using medical instruments and products, at the appropriate professional standard, which is understood to be the provision of healthcare services in accordance with the rules of science and recognised medical procedures, while respecting the Patient's individuality, with regard to the specific conditions and objective opportunities;

where through the Healthcare Software situated in the Application it is possible to accept such Remote Healthcare Services using the following functionalities:

- a) "Chat", which is the primary tool for providing Remote Healthcare Services; or
  - b) "Video consultations"; or
  - c) "Tele consultations".
3. The "video consultations" and "tele consultations" options are provided only based on the considerations of the Provider's professional staff and with the User's consent. The aforementioned types of services (the functionalities of the Application and Healthcare Software enabling the provision of Remote Healthcare Services) mean the option of communication with subsequently specified specialist staff, either through the chat or a video or tele consultation (hereinafter a "**Remote Healthcare Service**" or "**Remote Healthcare Services**").
  4. The Provider starts maintaining healthcare documentation in accordance with the Act on Healthcare Services and Decree No. 98/2012 Coll., on healthcare documentation, as amended (hereinafter the "**Decree on Healthcare Documentation**") as of the moment the anamnestic questionnaire is completed in the Healthcare Software.
  5. The Patient and the Operator are aware that the provision of Remote Healthcare Services has its limits and they are aware of the fact that the Operator cannot personally examine the Patient in the real environment of a healthcare facility. The Operator declares and therefore renders indisputable that the Remote Healthcare Services are provided always with regard to all due diligence regarding the restriction that is specified in the previous sentence.
  6. The Patient is obligated, after thorough consideration, to state as a part of the use of Remote Healthcare Services only truthful information about his/her medical condition, and he/she will do everything so that the Operator obtains the requested truthful information to the widest and most detailed extent and can, as comprehensively as possible, familiarise itself with his/her medical condition. If it comes to light that the Patient intentionally stated, during the provision of Remote Healthcare Services, untruthful information about his/her medical condition, which led to the Operator proposing an inappropriate treatment procedure, the Patient takes note that the Operator will not bear legal liability for such proposed treatment procedure as a part of the provision of Remote Healthcare Services and the Patient is also obligated to compensate the payer for such Remote Healthcare Services provided and for any detriment caused.
  7. If the Patient uses the Remote Healthcare Services repeatedly, the Remote Healthcare Services provided to him/her are paid for from the public health insurance system and there is a change to his/her public health insurance company, the Patient is obligated to report such change to the Operator before the first provision of Remote Healthcare Services after such change.

8. Through the Remote Healthcare Service the Operator enables the Patient to communicate with a doctor that is authorised to provide Remote Healthcare Services in accordance with Act No. 95/2004 Coll., on the conditions for obtaining and recognition of professional capability and specialised capability to perform the medical profession of doctor, dentist or pharmacist, as amended by legal regulations (hereinafter the “**Doctor**”). With regard to the meaning in the previous sentence, the Operator will provide Remote Healthcare Services through Doctors that have with it at the time the Remote Healthcare Service is provided a valid and effective employment law relationship in accordance with Act No. 262/2006 Coll., the Labour Code, as amended.
9. The Operator (a Doctor of the Operator) is obligated to guide a Patient, from the very start of the provision of the Remote Healthcare Services, to sufficiently clarify the problems and reasons that led the Patient to request the provision of a Remote Healthcare Service.
10. In the event that the Patient requests the provision of a Remote Healthcare Service related to a chronic illness for which he/she receives a dispensary service from a healthcare services provider in accordance with the Act on Healthcare Services, the Doctor will ask, if possible, for information from such healthcare services provider and in communication with the Patient or during the provision of Remote Healthcare Services to the Patient will proceed in agreement with such requested healthcare services provider; if it is not possible and if the Doctor reaches the conclusion that he/she has sufficient necessary information, he/she can, in the event of need, prescribe to the Patient medicinal or medical products in accordance with the Act on Healthcare Services and Act No. 378//2007 Coll., on medicines, as amended (hereinafter the “**Act on Medicines**”).
11. In the event that the Patient requests the provision of a Remote Healthcare Service in connection with an acute illness, the Doctor is entitled to decide whether he/she will deal with the situation without a personal visit by the Patient.
12. It is up to the Operator’s Doctor whether to close a Patient’s case after consultation (based on the remote manner), to recommend a physical visit to a specialist, indicate a diagnosis or medicinal product in accordance with the Act on Medicines, medicinal products in accordance with Act No. 268/2014 Coll., on medicinal products, as amended, or recommend a physical visit to a healthcare services provider in accordance with the Act on Healthcare Services.
13. The Operator is entitled, as a part of the provision of the Remote Healthcare Service (note: so the below is part of a Remote Healthcare Service as a part of this paragraph of the Terms and Conditions of Use), if the appropriate conditions resulting from the Patient’s medical condition and the conditions resulting from the relevant generally binding legal regulations of the Czech Republic apply, to arrange:
  - An electronic prescription (an ePrescription) in accordance with the Act on Medicines;
  - The prescription of a medical product in accordance with Act No. 268/2014 Coll., on medical products, as amended;
  - A request form for the realisation of a related medical action in accordance with the Decree on Healthcare Documentation, including a request slip for the realisation of a laboratory examination;

An eSick note in accordance with Act No. 378/2007 Coll., on insurance premiums for social security and a contribution to the state employment policy, as amended, for the purposes of temporary sick leave of the User.

Before the full completion of provision of a Remote Healthcare Service, the Doctor will always comprehensively prepare and issue to the Patient a report on healthcare services provided, in electronic form in accordance with the Act on Healthcare Services and Annex No. 1 to Decree on Healthcare Documentation (hereinafter an “**Electronic Medical Report**”). In connection with the issue of an Electronic Medical Report a Doctor is obligated to advise the Patient in writing that, if such Electronic Medical Report was not issued as a part of the provision of a Remote Healthcare Service by a registering provider in the field of general practical medicine or in the field of practical medicine for children and adolescents, then such advised Patient is obligated to ensure the handover of the Electronic Medical Report to the registering provider in the field of general practical medicine or the field of practical medicine for children and adolescents. The Patient is obligated to proceed in accordance with the advice mentioned in the previous sentence, whose purpose is the granting of a request contained in Section 45(2)(f) of the Act on Healthcare Services.

Remote Healthcare Services are available to Users constantly. The Application’s Operator reserves the right to temporarily make the Remote Healthcare Services unavailable. In such case it will ensure that Users that have already commenced the drawing of a Remote Healthcare Service have the opportunity to complete its drawing to the necessary extent.

14. A Patient can communicate with a Doctor only using a Remote Healthcare Service. The Operator reserves the option of ensuring a method of communication other than that offered as a part of the Remote Healthcare Service.
15. After the Operator and the Patient end the provision of the Remote Healthcare Service, the Operator will arrange, without undue delay, the making of an entry in the Patient’s healthcare documentation, in accordance with the requirements of the Act on Healthcare Services and the Decree on Healthcare Documentation.
16. The costs of providing Remote Healthcare Services will be paid in one of the following ways:
  - From the public health insurance system, assuming that the Patient has valid statutory health insurance recognised in the Czech Republic in accordance with Act No. 48/1997 Coll., on public health insurance, as amended
  - or
  - From remuneration that the Operator received (receives) based on the Client Contract and the content of the Client Contract clearly indicates that the provision of the Remote Healthcare Services is included in the extent of such remuneration.

## **V. Ordering for Examination in Healthcare Facility**

1. The User can, through the Application, order a time the performance of an examination in the Operator’s healthcare facilities.
2. The User performs ordering in such a manner that:

- a) From the range of available specialisations he/she selects the one as a part of which he/she wants to undergo an examination;
  - b) He/she subsequently selects from the range of available examinations the one he/she wants to undergo;
  - c) Subsequently, from the range of available Doctors or healthcare facilities (clinics) he/she selects the preferred Doctor or facility;
  - d) Subsequently, from the range of available dates, he/she selects the one that suits him/her without reservation;
  - e) Subsequently, he/she actively expresses his/her will by pressing the “Reserve” button;
3. The result is a reserved date that the Provider guarantees to the User for the performance of the selected examination.
  4. The User can cancel a reserved date before the performance of the relevant examination. The cancellation of a reserved date is possible no later than 24 (twenty-four) hours before the performance of the relevant examination.

#### **VI. Request for Re-issue of Prescription**

1. The User can, through the Application, request the re-issue of a previously-issued prescription in accordance with the Act on Medicines.
2. The User takes note that a request for the re-issue of a prescription is first assessed by a Doctor of the Operator, who either:
  - a) Re-issues the requested prescription in the form of an electronic prescription (ePrescription);
  - b) Or decides on the impossibility of issuing it without the performance of the relevant examination of the Patient. In such case the Patient is contacted by an authorised employee of the Operator with the aim of agreeing a date of examination of the Patient by a Doctor of the Operator.

#### **VII. Overview of Selected Healthcare Documentation Files**

1. The User can, through the Application, examine selected files in his/her healthcare documentation in the sense of the Act on Healthcare Services and the Decree on Healthcare maintained by the Operator. It could be healthcare documentation that concerns the provision of Remote Healthcare Services or healthcare services that were provided to the User during a personal visit to a healthcare facility of the Operator.
2. The User takes note that a Doctor of the Operator decides on the making available of the relevant healthcare documentation file in the Application, as he/she sees fit.
3. The User takes note that:
  - Selected healthcare documentation files that are available through the Application do not represent healthcare documentation as a whole within the meaning of the Act on Healthcare Services and the Decree on Healthcare Documentation;

- With regard to the above stated in Article VII(2) of the Terms and Conditions of Use, all healthcare documentation that arose as a part of the provision of healthcare services to the User at the Operator does not have to be available as a part of the Application.

## **VIII. Personal Data Protection**

1. The Application's Operator processes Users' personal data as a personal data controller, always at least based on one of the following legal grounds:
  - A contractual relationship that is specified in Article III(2) of the Terms and Conditions of Use, i.e. legal grounds in accordance with Article 6(1)(b) of the GDPR;
  - The Act on Healthcare Services, i.e. legal grounds in accordance with Article 6(1)(c) of the GDPR.
2. The Operator is obligated to process or otherwise handle the Patient's personal data in accordance with the GDPR, Act No. 110/2019 Coll., on personal data processing, the Act on Healthcare Services and these Terms and Conditions of Use, and to comply with all control and security measures for the purpose of protecting personal data.
3. The Operator will arrange technical and organisational security for personal data, in particular it will take all measures so that there cannot be unauthorised or random access to personal data, their change, destruction or loss, other unauthorised processing or other abuse. Such measures include, in particular, the precise setting of the rules for work with the Application, Healthcare Software, handling of documents containing personal data only by designated workers of Canadian Medical s.r.o., as well as a duty of confidentiality of persons dealing with personal data processing for the purpose of operating the Application (including the Healthcare Software).
4. Other terms and conditions of personal data processing are stated in a special document, i.e.:
 

Information about Personal Data Processing (the "Privacy Terms"),

 which is also available in the Application's online environment and through which the Operator, in relation to the Patient, performs its information duty in accordance with the GDPR.

## **IX. Concluding Provisions**

1. The current text of these Terms and Conditions of Use is always available in the Application's environment.
2. These Terms and Conditions of Use come into force and effect on **1 June 2020**.
3. The User loses his/her authorisation to use the Application starting on the day:
  - a) On which the Client Contract loses its force and effect;
  - b) 10 (ten) business days after the day on which the User received from the Operator a written request through which he/she was reasonably called on to cease breaching these Terms and Conditions of Use or the Client Contract.



Note: In such written request the Operator must specify the facts in which it sees a breach of the provisions of these Terms and Conditions of Use and designate the specific provisions of these Terms and Conditions of Use that it thinks were breached by the User.

4. The Operator reserves the right to make a unilateral and reasonable amendment to the Terms and Conditions of Use. Such unilateral amendment to the Terms and Conditions of Use is:
- Valid and effective from the moment of publication at my.canadian.cz, where the above applies only to Patients that have not yet used the Application; and
  - For Patients that have already used the Application, such amendment to the Terms and Conditions of Use is binding as of the moment of its publication in the Application with legal effect only in the event that, before the moment of its publication in the Application in the amended text, the notification of such amendment to the Terms and Conditions of Use was sent by the Operator to the e-mail addresses of the aforementioned Patients that they stated when activating the Application, i.e. in the initial form in accordance with Article III(1)(b) of the Terms and Conditions of Use).

Prague, 1 June 2020

**Canadian Medical**  
**s.r.o.**  
Ing. Václav Vachta,  
MBA  
Chairman of the  
Board of Directors  
(*simple electronic  
signature*)