



## MEDDI APP TERMS AND CONDITIONS (hereinafter referred to as "T&C")

### I.

#### Introductory provisions

1. These T&C of MEDDI hub a.s., with its registered office at Na Florenci 2116/15, Nové Město, 110 00 Prague 1, ID No.: 06230458, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert No. 25071 (hereinafter referred to as the "**Operator**"), regulate the rights and obligations of the Operator and registered users (hereinafter referred to as the "**User**") when using the MEDDI app, which is available via the [www.meddiapp.com](http://www.meddiapp.com) and/or the mobile application MEDDI app, which is available for download on Google Play and the App Store (hereinafter referred to as the "**Application**").
2. The App is an online communication platform in the field of health services provision, which enables mutual electronic communication between the User and a certified health service provider authorized to provide health services pursuant to Act No. 372/2011 Coll. on health services and the conditions of their provision, as amended (hereinafter referred to as the "**Health Services Act**") and Act No. 95/2004 Coll. on the conditions for the acquisition and recognition of professional competence and specialised competence to practice the medical profession of doctors, dentists and pharmacists, as amended (hereinafter referred to as the "**Health Services Provider**"), as well as between the User and a consultant in the field of therapy and coaching, focusing in particular on psychotherapy and counselling (hereinafter referred to as the "**Therapy Services Provider**").
3. The subject matter of the electronic communication is professional consultations and expert opinions concerning the User's health. These interactions involve the encrypted secure transmission of data and other information. The Application does not serve to provide urgent or acute care as those terms are defined in the Health Services Act. The services provided through the Application are not a substitute for the comprehensive provision of health services; they serve as an alternative contact between Users and Health Service Providers and/or Therapy Service Providers (hereinafter collectively referred to as "**Provider**"). In addition to using the Application, Users are encouraged to seek outpatient professional care where, through direct contact with a Health Service Provider as defined in the Health Services Act, it is possible to more accurately diagnose a medical condition.
4. The MEDDI app (the terms and conditions of which are available on the website [www.meddi.com](http://www.meddi.com) / documents) meets the requirements of the ISO/IEC 27001 standard for information security management system (ensures the protection and management of sensitive information) approved by the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC). At the same time, the application complies with the requirements of ISO 13485, which specifies the requirements for a quality management system, particularly for medical devices. The BioScan function is a standalone Class I software medical device pursuant to Regulation (EU) 2017/745 of the European Parliament and of the Council, and its intended use is specified in the BioScan User Manual, which is available at [www.meddi.com/en/documents](http://www.meddi.com/en/documents).
5. Registration and login to the Application is free of charge. By registering for the Application, the User obtains a basic free license to use the Application (the "**Free License**"). The Free License is granted by the Operator for an indefinite term and includes:
  - certain ongoing services (such as connecting to your own doctor); and
  - certain one-off services, which are generally limited in quantity, i.e. the User may, for example, use them only once under the Free License, or once in a certain period (for example, the first BioScan measurement).



6. By paying the license price (the "**License Price**"), the User gains access to an extended fee-based license (the "**Fee-Based License**") for a fixed term of one year. The Fee-Based License may be paid either as a one-time fee for the entire annual period or in the form of regular monthly payments for the duration of the annual subscription. The Fee-Based License is always automatically renewed for one year until the Agreement is terminated by the User or the Operator in accordance with the T&C or until the Agreement otherwise terminates in accordance with the T&C. The Fee-based license can be purchased in several types of so-called continuous services, such as MEDDI Single, MEDDI Family or MEDDI Therapy.
7. You can also access the Application through a modified Partner subscription, the content of which is customized by agreement with the Partner and available on the Application ("**Partner Subscription**"). The same applies as set out for the Partner Subscription on the Application.
8. By paying the price of a one-time service (the "**One-Time Service Price**"), the User will gain access to the one-time services that are not included in the Fee-Based License (the "**Fee-Based One-Time Service**"), both if he/she is a holder of a Free License and if he/she is a holder of a Fee-Based License. An example of a Fee-Based One-Time Service is a connection to a Provider, a BioScan measurement, or a wellbeing assessment (i.e. overall quality of life) using BioScan measurement results.
9. By paying the price of the third party service ("**Third Party Service Price**"), the User enters into a contractual relationship with the third party and thereby gains access to the services provided by the third party ("**Third Party Service**") both if he/she is a holder of a Free License and if he/she is a holder of a Fee-Based License. The User can find a list of Third Party Services in the Reservation System in the Application. The content of these services is controlled by the third party.
10. An overview of what is included in the Free License, the Fee-Based License and what Fee-Based One-Time services are available, including prices and other information, is provided in the Service Overview, which is available on the website at [www.meddiapp.com](http://www.meddiapp.com) under the documents tab and/or directly in the Application ("**Service Overview**"). The Third Party Services are listed in the Reservation System and are not part of the Service Overview.
11. Users are obliged to familiarize themselves with these T&C, and by registering in the Application, they agree to the wording of these T&C and are obliged to comply with them from the completion of registration. These T&C become valid and effective upon their publication and are also an integral part of the Agreement concluded between the Operator and the User.

## II.

### Definition of terms

1. The following terms, when used above or below in the text of these T&C and capitalized, have the following meanings:
  - "**Associated Child Profile**" means the linking of the User Account of the User as legal representative with the User Account of a minor and has the meaning further set out in Article VI, paragraph 9 of the T&C;
  - "**Application**" means the MEDDI app, available via the [www.meddiapp.com](http://www.meddiapp.com) website and/or the MEDDI app mobile application available for download on Google Play and the App Store; the Application is protected in particular by the provisions of the Copyright Act;
  - "**Copyright Act**" means Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended;
  - "**Free License**" means the User's authorization to access the Application under the Agreement, such authorization is completely free of charge and is granted for an indefinite

period of time; the User has the option to add to the Free License Fee-Based Continuous Services, Fee-Based One-Time Services or Third Party Services;

- **"One-Time Service Price"** means the price upon payment of which the User gains access to a Fee-Based One-Time Service;
- **"Third Party Service Price"** means the price at which the User will gain access to the Third Party Service upon payment. The amount of the Third Party Service Price is always available through the Reservation System on the Application;
- **"License Price"** means the price upon payment of which the User gains access to a Fee-Based license;
- **"Partner Subscription Price"** means the price upon payment of which the User gains access to the Partner Subscription;
- **"Offer"** means an offer to provide the Services by the Provider, but not by the Operator, which is usually made by posting it on the Provider's profile on the Application;
- **"Civil Code"** means Act No. 89/2012 Coll., Civil Code, as amended;
- **"T&C"** means these Terms and Conditions;
- **"Partner"** has entered into a separate agreement with the Operator to modify the Application and may become a third party;
- **"Partner Subscription"** means a version of the Application whose content is modified by a separate agreement with the Partner. The subscription may differ primarily in the different access to the functionalities of the Application. A Partner Subscription may be granted under both a Free and a Fee-based license; in the case of a Fee-based license, the setting containing multiple services always takes precedence. Should the functionalities of the individual licenses or subscriptions conflict, the one with the most functionalities is retained. Partner Subscriptions may bear the name MEDDI Partner or another name as specified by the third party.
- **"Performance"** means any performance provided by the Operator in connection with the Agreement through the Application;
- **"Request"** means a request for the provision of Services by the User;
- **"Provider"** means the Healthcare Provider and/or the Therapy Provider; the Service may be provided on behalf of the Provider by another person who is in a contractual or other legal relationship with the Provider and for whom the Provider is responsible;
- **"Therapeutic Service Provider"** means a natural or legal person who is a consultant in the field of therapy and coaching, with a particular focus on psychotherapy and counselling, who has registered on [www.meddimd.com](http://www.meddimd.com) and/or the MEDDI MD Application and who offers to provide the Services through the Application;
- **"Health Service Provider"** means a natural or legal person who is authorised to provide health services under the Health Services Act and Act No. 95/2004 Coll. on the conditions for obtaining and recognizing professional competence and specialised competence to practice the medical profession of a doctor, dentist and pharmacist, who has registered on the [www.meddimd.com](http://www.meddimd.com) server and/or the MEDDI MD application and who offers to provide the Services through the Application;
- **"Operator"** means MEDDI hub a.s., with its registered office at Prague 1, Na Florenci 2116/15, Nové Město, 110 00 Prague 1, ID: 06230458;
- **"Service Overview"** means an overview of what is included in the Free Licence and/or the Fee-based License and/or the available Fee-based One-Time Services or, including prices; the overview is available on the website [www.meddiapp.com](http://www.meddiapp.com) in the documents tab and/or directly in the Application; the Service Overview also lists all Services - i.e. both the Services provided by the Operator and the Services provided by the Provider; the decisive and binding price is always at the moment of ordering the Service or Service. Services provided by third parties are not listed in the Service Overview, they are specified directly in the Reservation System, including the price;
- **"Reservation term"** means a binding reservation of a date (day, hour) for a Service, either as a One-Time Service Price, a Service provided by a third party or as part of a Chargeable License;
- **"Reservation System"** means the functionality of the Application through which the Fee-based and non-fee-based Services are offered to Users;



- **"Services"** means the provision of health services by a Health Service Provider and/or therapies by a Therapy Service Provider and/or Services provided by a Third Party based on and pursuant to a User's Demand;
  - **"Third Party Service"** means a Service offered by the Provider under the Reservation System. Payment for Third Party Service is governed by Article IX of these T&C. When making a binding reservation for a Third Party Service, the User enters into a contractual relationship only with the Provider through the Service Contract. The Third Party Service includes, but is not limited to, the Partner Subscription;
  - **"Contract or Agreement"** means the contract for the use of the Application that is concluded between the User and the Operator;
  - **"Service Contract"** means a contract that is entered into between the User and a Health Service Provider or Therapy Service Provider;
  - **"User"** means a natural person who is over 18 years of age, who has not been restricted in the scope of use of the Application, who has registered on the Application and who requests the provision of Services through the Application;
  - **"User Interface"** means the interface of the Application through which the User manages his User Account;
  - **"User Account"** means a User's account that can be logged into by entering an email address and a password (or by fingerprint or other biometric data that the Application allows), through which it is possible to enter and manage Requests, communicate between Users and Providers and use other functions of the Application;
  - **"Health Services Act"** means Act No. 372/2011 Coll., on Health Services and Conditions of their Provision, as amended;
  - **"Fee-Based License"** means the authorization to use the extended version of the Application for which the License Price is paid according to the Services Overview; the Fee-Based License is available in several types and subscription variants;
  - **"Fee-based One-Time Service"** means an authorization to use a Fee-based One-Time Service for which the One-Time Service Price is payable as set out in the Service Overview;
2. The following rules shall govern the interpretation of these T&C:
- References to articles and paragraphs shall be construed as references to the relevant articles and paragraphs of these T&C;
  - references to legislation shall also be deemed to include references to the relevant laws, government regulations, ministerial decrees or other generally binding normative legal acts;
  - references to days are references to calendar days, unless otherwise specified in the T&C;
  - the terms 'in particular' or 'including' in these T&C mean 'in particular, but not exclusively' or 'including, but not exclusively' (whether or not such wording is expressly stated) and shall not be construed as limiting the possibilities to only the items listed;
  - terms defined in these T&C in the plural shall have the same meaning in the singular and vice versa;
  - the headings used in these T&C are for ease of reference and clarity only and do not affect the interpretation of these T&C.

### III.

#### Subject matter of the contractual relationship

1. The User is entitled to use the Application only based on a Contract concluded between the User and the Operator, the manner of conclusion of such Contract being governed by the T&C. The rights and obligations between the Operator and the User in connection with the use of the Application are governed in particular by the Agreement and the T&C. The provisions of the T&C are an integral part of any Contract concluded pursuant to the T&C in accordance with the provisions of sec. 1751 of the Civil Code. The Operator is entitled to unilaterally change the T&C under the conditions set out in Article XIII, paragraph 1. T&C.



2. The User agrees to the use of remote means of communication when concluding the Contract. Costs incurred by the User in the use of remote means of communication in connection with the conclusion of the Agreement (the costs of Internet connection, costs of e-mails and telephone calls) shall be borne and paid by the User. The User shall only pay the normal rate for a telephone call and for a text message according to his/her tariff and the Operator shall not charge any extra amount. The Operator shall make an offer through the Application to conclude the Contract on the terms and conditions set out in these T&C.
3. The subject matter of the Agreement between the Operator and the User is the Operator's obligation to allow the User to use the Application, in particular for the purpose of creating and implementing his/her Request. The User has no right to grant a third party access to use his User Account or any part thereof.
4. The Operator grants the User a Free License to use the **basic** version of the Application for an **indefinite period of time**.
5. If the User is interested in **extended services** beyond the Free License, the User may **pay the License Price**, which will make the **Fee-Based License** available to the User. The content of the Fee-Based License, its types, variations and prices are available in the Service Overview.
6. The User may use the **Fee-Based One-Time Service** in addition to the Free License and the Fee-Based License upon payment of the One-Time Service Price or the Third Party Service Price listed in the Reservation System on the Application. An overview of the Fee-Based One-Time Services and their prices is available in the Service Overview.
7. **The User may also gain access to the Application based on a contractual relationship (e.g. employment) with a Partner through a Partner Subscription. The content of this subscription is governed by a separate agreement with the Partner.**
8. The Operator does not in any way enter into the legal relationship between Users and Providers. The rights and obligations arising from legal actions between Users and Providers, implemented through the Application, are subject only to the agreement between Users and Providers and are governed by the applicable law, and the Operator shall not bear any liability arising from legal actions between Users and Providers.

#### IV.

#### General terms and conditions of use of the Application

1. In particular, the User is not entitled to interfere in any way with the content or technical parameters of the Application, to interfere with the security of the Application, to prevent other Users from fully using the Application, to create false, misleading or deliberately distorted or otherwise dishonest content and/or grossly indecent content (vulgarisms, defamatory comments, etc.), especially in communications between Users and Providers.
2. If the Provider suspects that the User is abusing a certain Performance, the Provider is entitled not to provide such kind of Performance to the User or to stop providing it, even if the Performance in question is chargeable.
3. The Operator is entitled to restrict, block or cancel the User's account at any time if the User substantially breaches his/her obligations under the law or these T&C, or if the Operator has any other serious reason to do so. In the event of repeated breaches of the User's obligations, the Operator is entitled to notify the User of such breaches via the Application, email, or other contact



information provided in the User's account and set a reasonable deadline for rectification; if the violation is not rectified within the set deadline or if the User continues to violate the terms, the Operator is entitled to block or cancel the User Account. In the event of a gross violation of the Application's Terms of use, these Terms and conditions, or applicable laws, the Operator is entitled to block or terminate the User Account even without prior notice. The blocking of the User Account shall not affect the performance of any obligation of the User arising in connection with the use of the Application.

4. The User shall be liable for any damage or injury caused by unauthorized use of the Application and/or tampering with the Application and its components (including the source code).
5. Users' rights in respect of defective performance in connection with the use of the Application are set out in the Complaints Policy, which is available at [www.meddiapp.com](http://www.meddiapp.com) under the documents tab.
6. The User acknowledges that by ordering the Service, he/she does not acquire any rights to use registered trademarks, trade names, company logos or patents of the Operator, unless otherwise agreed in a specific case by a specific contract.

## **V.**

### **Rights and obligations of the Operator**

1. In connection with the operation of the Application, the Operator manages the database of Users and other databases used primarily for the implementation of the Offer and the Request. In this context, the Operator shall store, manage and archive all data and information accessed during the use of the Application for further use within the Application.
2. The Operator is entitled to make available to the Provider specific Requests that Users have entered into the Application. The Operator is also entitled to make available to the User in the same way specific Offers that Providers have entered into the Application.
3. The Operator is not a party to the contractual relationship between the Provider and the User and therefore bears no responsibility for the obligations arising from such legal relationships - these relationships are subject only to the agreement between the Provider and the User and the relevant legislation. The Operator shall not provide the Services agreed between the User and the Provider and shall not be liable for their proper and timely performance or for their quality, nor shall it be liable for the fulfilment of any other rights and obligations arising for the User and the Provider from the Service Contract or any other legal transactions between them.
4. The Operator shall not be liable for the content of the Request or Offer entered by the User or the Provider into the Application. If a copyrighted work has been illegally inserted into the Application, the Operator shall promptly remove it upon sufficient reasoned notice from its author.
5. The Operator is not a provider of health services within the meaning of the Health Services Act and shall not be liable for any damages incurred by Users or third parties in the provision of the Services under or in connection with the Service Agreement.
6. The Operator does not provide, arrange or mediate general, specialized or acute health care, and is not a subject or provider of medical rescue services and other emergency rescue services. In particular, the Operator is not responsible for:
  - a) the content and form of the consultation;
  - b) the information and recommendations communicated to the User during the consultation; nor for
  - c) the treatment, if any, with regard to the conclusions of the consultation.



## VI. Registration

1. The Application is an online communication platform that allows Users to use the functionalities of the Application, in particular the creation, presentation and execution of the Request, after registration and creation of a User Account. Users register and log in through the MEDDI app and/or the [www.meddiapp.com](http://www.meddiapp.com) server and Providers through the MEDDI MD mobile application and/or the [www.meddimd.com](http://www.meddimd.com) web server.
2. The display of the "Registration" button in the Application constitutes a proposal for the conclusion of the Contract by the Operator, of which these T&C are a part. The User's click on the "Registration" button constitutes the User's unconditional acceptance of the proposal to conclude the Contract and by this action the Contract is concluded, becomes effective, including these T&C. Prior to clicking on the "Registration" button, the User also confirms that he/she has been informed of the Rules for the processing and protection of personal data and grants the Operator his/her express consent to the processing of special categories of personal data within the meaning 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/EC (General Data Protection Regulation).
3. When registering, each User is required to provide the information specified in the registration form as mandatory. If the User does not fill in any of the mandatory information, this information will be automatically highlighted, and it is not possible to continue the registration without filling it in. The User will be prompted for verification during registration. Without account verification, the Application can only be used to a limited extent.
4. Before being connected with the Provider, the User has the option to verify their identity. Identity verification serves to confirm the User's identity. The Operator obtains access only to the data whose transfer the User consents to during the identity verification process. Identity verification may be performed:
  - a) via an identity document and facial verification using a webcam or the device's camera; or
  - b) via electronic identification (e.g., bank identity).

If the User's identity is verified by one of the above methods, such verification is considered, for the purposes of the Application, sufficient identity verification to grant access to those services and features for which identity verification is required, to the extent corresponding to the nature of the given service and applicable legal regulations. The use of electronic identification to verify identity does not create any permanent link between the User Account and the account or service used for such verification.

5. All information provided by the User during registration must be correct and true. In the event of any subsequent change, the User is obliged to update the data without undue delay through his User account or by contacting the Operator using the contact details provided in the T&C. The Operator shall not be liable for any damage incurred if the User provides incorrect, inaccurate data or fails to update the data.
6. Upon successful completion of registration, the User obtains a Free License, as well as access to the User Account and User Interface, which the User is entitled to use under the terms and conditions set out in the T&C. The actions of any person through the User Account shall be deemed to be those of the User to whom the User Account belongs.



7. After completing registration, the User may activate biometric login to the Application through their device. Biometric login is used exclusively for subsequent authentication of the User when accessing the User Account and utilizes security mechanisms supported by the device, specifically facial recognition or fingerprint recognition. The User is entitled to deactivate this functionality at any time in the device settings or the Application. In the event of deactivation, in order to use biometric login for authentication again, the User must reactivate this functionality and, where applicable, repeat the required verification in accordance with the settings of the device or the Application. The ability to use biometric login also ceases as a result of uninstalling the Application. The Operator does not obtain access to, nor does it process, biometric data stored on the User's device.
8. On conclusion of the Agreement, the Operator shall issue to the User, within the meaning of Section 1824a of the Civil Code, a confirmation of the concluded Agreement, which shall be delivered to the User by e-mail to the e-mail address provided by the User during registration.
9. The User is entitled to request cancellation of his User Account, including access to the Free License, at any time in the Application via the User Interface or the Operator's contact details specified in the T&C. In the event of cancellation of the User Account, the User shall not be entitled to a refund of the License Price, the Single Service Price or its pro rata part without further delay. However, the cancellation of the User Account shall have the same effect on the Fee-Based License as its termination according to the T&C.
10. The User and the Operator hereby agree that any data entered by the User into the Application's database are part of the database collected by the Operator and become part of the Operator's database, without the User's actions described in this paragraph creating any right to the Application's database, except for the User's digital certificates, which the User is entitled to store in the Operator's Application free of charge. The Operator uses the data entered by Users into the database only for the purpose of fulfilling the obligations under the Agreement and does not use it for any other commercial purposes.
11. Through the User Account, the so-called Associated Child Profile function can be used, which means linking the User Account of the User (legal representative) with the User Account of a minor (person under 18 years of age). By this linking, the User (legal representative of the child) gains access to the pediatric care section, where health services within the meaning of the Health Services Act are provided at a distance, in the medical field: general medicine for children and adolescents. In this section the User is entitled to consult the health condition of the registered child. The Associated Child Profile is created through the registration form available in the Application. By registering an Associated Child Profile, the User solemnly declares that he/she is the legal guardian of the minor. The Associated Child Profile may be linked to multiple User Accounts of legal guardians. The Associated Child Profile does not authorize the User to engage in any activities other than the access to the pediatric section of the Service and the online consultation of the associated child's medical condition. The Associated Child Profile of the User's child will be deactivated when the child reaches the age of majority and the legal guardian under whose profile the Associated Child Profile was active will be sent an e-mail inviting him/her to proceed with the creation of a new User Account for the already adult person. It will be possible to transfer all existing data from the child's previously Associated Profile to this newly registered User Account after prior authorisation of the newly registered User. A User who connects with the Provider using the Associated Child Profile is obliged to prove that he/she is authorized to represent the minor before such connection. If the User fails to demonstrate such authorisation and if the Operator suspects that the User does not have such authorisation, the Operator may block the User's account.



12. If the User would like to access the Application through a Partner Subscription, the User shall enter a special code provided by the Partner during the registration process. After entering this code, the User will gain access to the version of the application together with all the functionalities provided for in the contractual relationship between the Partner and the Operator. The content of the available functionalities will appear to the User during the Registration process after entering the code or after purchasing and entering the code in the "my subscription" section or directly in the Application in the "my subscription" section.
13. If the Partner Subscription is activated, the list of functionalities listed in the Application applies and the list of functionalities in the Service Overview does not apply. If the functionalities under the Partner Subscription conflict with the Service Overview, the specification of functionalities under the Partner Subscription shall prevail. If a User has a subscription or license with multiple functionalities, the User is entitled to those functionalities.

## **VII.**

### **Rights and obligations of the User**

1. The User has the right to use the functionalities of the Application, subject to the limitations resulting from the chosen license type or Partner Subscription.
2. The User's rights and obligations last for the duration of the Contract.

## **VIII.**

### **Conclusion of the contract between the User and the Provider**

1. The Application allows Users to communicate electronically between Users and Providers and to transfer data and other information in connection with the provision of Services and, where applicable, to conclude a Service Contract between the User and the Provider, through the Application.
2. The conclusion of the Service Contract between the User and the Provider shall be governed by the relevant provisions of the Civil Code on the conclusion of contracts. In the event that the Provider, when providing the Service to the User, proposes another specialized examination in which the User is interested, the Operator is entitled to use the User's data obtained from the User within the framework of the Request to arrange the User's appointment for the necessary specialized examination.

## **IX.**

### **Payment and licensing conditions**

1. The Free License is provided free of charge.
2. If the User wishes to use the Fee-Based License, the User is obliged to pay the Operator the License Price corresponding to the selected type and variant of the Fee-Based License subscription according to the Service Overview, unless it is agreed between the Operator and a third party that part or all of the License Price shall be paid by the third party on behalf of the User. The License Price under this Third Party Agreement may differ from the License Price set forth in the Service Overview. If this agreement between the Operator and the third party is terminated, the User will lose the right to the Fee-Based License unless the User requests the Operator to continue it. In such a case, the User shall be obliged to pay the License Price itself in the amount set out in the Service Overview.



3. If the User with a Free License or a Fee-based License wishes to use the Fee-based One-Time Services, the User is obliged to pay the Operator the One-Time Service Price available in the Service Overview.
4. If the User wishes to use a Partner Subscription, the User shall pay the Operator the Partner Subscription Price corresponding to the Partner Subscription specification, unless it is agreed between the Operator and a third party that part or all the Partner Subscription Price shall be paid by that third party on behalf of the User.
5. If the User wishes to use the Third Party Service, the User shall pay the Third Party Service Price, which is indicated in the Reservation System in the Application. By paying the Third Party Service Price, the User enters into a contractual relationship with the Provider through the Application, depending on the nature of the service provided. The User is entitled to withdraw from this contract without giving any reason within 14 days of making the payment, unless otherwise specified below. If the User withdraws from the contract within this period, the User shall be entitled to a full refund of the amount paid. This is not the case if content has already been provided under the Partner Subscription.
6. Payment of the price of a Fee-based License, Fee-based One-Time Service or Third Party Service shall be made through the payment gateway available on the Operator's web interface or Application. Upon successful payment, the User will receive an order confirmation including a tax invoice.
7. The Fee-Based License will be made available to the User immediately upon payment of the License Price, the Fee-Based One-Time Service will be made available to the User immediately upon payment of the One-Time Service Price. Third Party Service will be made available to the User according to the Provider's rules or immediately upon payment of the Third Party Service Price.
8. The Free License, the Fee-Based License, the Free-Based One-Time Service and the Third Party Service always refer to one User only. A User does not have the right to grant sublicenses.
9. The Operator grants the User a Fee-Based License for a period of one year. The Fee-Based License shall be automatically renewed by the User for one year, until the User terminates the Fee-Based License in accordance with the TC or until the Agreement otherwise terminates under the terms and conditions set forth in the T&C. The Fee-Based One-Time Service is usable on a one-time basis for the period specified in the Service Overview.
10. The Free License and the Fee-Based License granted by the Operator are non-exclusive, non-territorial and non-transferable.
11. In accordance with the provisions of Section 26(3) of Act No. 235/2004 Coll., on Value Added Tax, the User agrees to the Operator issuing and sending the tax document electronically. In case the User is interested in issuing a copy of the tax document in paper form in a particular case, the Operator will issue it upon written request. The Operator shall make the electronic tax document available to the User via the User's account or send it to the User's e-mail address.
12. By paying the License Price or the price for Reservation term, the User expressly consents to the provision (delivery) of the Performance immediately after the conclusion of the Agreement and, in the case of Performance in the form of a Fee-Based License, to the payment of the selected subscription option, which will be automatically renewed thereafter in accordance with the T&C. The User acknowledges that by gaining access to (delivery of) the Fulfillment before the expiry of the fourteen-day withdrawal period, the User's right to withdraw from the Contract in accordance with Section 1829 in conjunction with Section 1837(l) of the Civil Code, within fourteen days of the conclusion of the Contract, shall expire. The registration process involves the User explicitly confirming (by ticking a box) that he agrees to provide access to (deliver) the Performance



immediately after the conclusion of the Contract and also that he agrees to pay the License Price/ One-Time Service Price and that he acknowledges that by gaining access to the Performance before the expiry of the 14-day withdrawal period, the right to withdraw from the Contract ceases.

13. The User is entitled to cancel or modify (reschedule) a reservation of a service date made through the Reservation System within 14 days from the date on which the reservation was made, regardless of whether the Service is paid or free of charge. If the User cancels the reservation within this period, the amount paid shall be automatically refunded to the User by the same payment method used for the original payment. If the User modifies the reservation within the 14-day period, such modification shall not affect the running of this period, which expires 14 days after the reservation was made. Upon expiry of the 14-day period, the User shall no longer have any legal entitlement to a refund of the amount paid; however, the Provider may, at its sole discretion and in duly justified cases, decide to refund such amount. The User shall remain entitled to unilaterally modify the reservation. Each Provider is entitled to determine, for its Services, a so-called protection period, i.e. a time period prior to the scheduled date of provision of the Service during which the User may no longer unilaterally modify the reservation, unless the Provider decides otherwise at its discretion. The length of the protection period shall be determined individually by the Provider. The protection period shall not apply if the scheduled date of provision of the Service falls within 14 days from the date on which the reservation was made. A request to cancel or modify a reservation may be submitted by the User via the Provider's contact e-mail address or by any other means made available by the Provider through the Application.
14. If the User has entered into the Contract but no longer wishes to access the Service within the Application and be bound by the Contract, the User must terminate the Contract in accordance with the procedure in these T&C set out below.
15. The User shall pay the subscription fee for the Fee-Based Licence either as a one-time payment covering the entire annual period or through regular monthly payments spread over the annual period. The duration of the Fee-Based Licence shall be automatically extended for one year, until the User or the Operator terminates it in accordance with the T&C or the Agreement otherwise terminates in accordance with the T&C.
16. The Fee-Based Licence cannot be terminated before the expiration of the one-year term for which it was agreed. In the case of payment by monthly installments, the User is obligated to pay the agreed-upon monthly payments for the entire duration of the one-year subscription. Either party shall be entitled to terminate this Agreement without giving any reason at least one month before the end of the subscription period. Termination shall take effect on the last day of the period for which the annual subscription was agreed - automatic renewal shall not take place thereafter.
17. Upon termination of the Fee-Based Licence, the User retains the Free License, unless otherwise agreed.
18. Termination of the Agreement by notice must be notified by the User to the Operator by email, letter sent by post or, if the Operator allows this method of termination, on the Application. If the Operator wishes to terminate the Agreement, it shall notify the User by email or letter sent by post. The Operator shall base its decision on the information provided by the User in the User Account.
19. In the event that the User is in default of payment of the License Price or part thereof to the Operator for more than 14 calendar days, the Operator shall be entitled, subject to prior notification (by e-mail or via the Application), to restrict or block the User's use of the Application, or delete any User Request currently published in the Application, or cancel the User's profile in the Application. This does not relieve the User from the obligation to pay the outstanding License Price. The blocking of the User's account has the same effects as termination under the T&C.

## X.

### Protection of the Operator's rights, liability

1. The Operator is the holder of all rights, in particular proprietary copyrights under the Copyright Act, to the Application and all its components as a work of authorship, in particular to the graphics, multimedia content, source code of software applications that form part of the Application, as well as to the overall concept and idea of the Application and all components of their processing. The use of any part of the Application (graphic design, multimedia content, source code, etc.) is only possible with the express permission of the Operator. In the event of unauthorized use of any part of the Application without the Operator's consent, the Operator is entitled to use all means to protect its rights and legitimate interests in accordance with the Copyright Act, i.e. in particular the right to demand refraining from interference with copyright and removal of interference, the right to compensation for damages and the right to release of unjust enrichment. In the event of unauthorized parasitism on the Operator's idea implemented through the Application or other unauthorized actions against the Operator's interests, the Operator is entitled to use in particular all legal remedies under the Civil Code, including the requirement that the infringer refrain from unfair competition or to remove the defective condition and, where applicable, to demand adequate compensation, compensation for damages and the release of unjust enrichment.
2. If the User uploads any materials to the Application that are copyrighted works under the Copyright Act, the User grants the Operator permission to use such copyrighted works free of charge, in particular to publish them in the Application, including the right to disclose all such copyrighted works to a third party; this shall not apply in the case of materials pursuant to the following paragraph 3 of this Article. The User is entitled to place such materials on the Application only if he/she is the author of such materials or has the author's consent to place such contributions on the Application.
3. If a User places in the Application any materials containing information, depictions, assets, or other values protected by personality rights and/or personal data protection rights, in particular photographs containing likenesses of individuals or materials enabling the identification of natural persons, the User warrants to the Operator that they possess the appropriate consents of the respective individuals for such use.
4. The Operator reserves the right to partially or completely limit the functionality of the Application to any extent or to change the content of the information published in the Application at any time without further notice. If objectively possible, the Operator will inform the User of such circumstances at least 1 day in advance. However, the Operator shall not be entitled to interfere in any way with the content of information, materials or communications placed in the Application by the User or remove them, unless they violate the General Terms and Conditions of Use of the Application (Article IV of the T&C). The Operator shall not be liable to Users for any damages that may be caused to them by limiting the functionality of the Application. Any termination of the Application shall not affect the Operator's claims for payment of the License Price under these T&C, to which it has previously been entitled. In the event that the functionality of the Application is interrupted for a cumulative period of more than 7 days out of a calendar year, the License Price shall be proportionally reduced at the User's request for each full day of interruption of the functionality of the Application exceeding 7 days.
5. The Operator shall not be liable for the content of any parts of the Application created by the Users, i.e. in particular, but not exclusively, for the content of the Users' profiles or their Requests, nor for the content of advertising or other promotion placed on the Application by third parties, nor for the correctness, up-to-dateness and accuracy of the data published.
6. When submitting a Request, Users undertake to present only such information through the Application as is not capable of causing harm to the Operator and/or third parties. Users are solely responsible for the correctness, up-to-dateness and accuracy of the information presented, as well as for being authorized to publish the relevant content through the Application.



7. The Operator shall be entitled to monitor, collect and store any information about the use of the Application, on the basis of which it will be possible to uniquely identify the User account through which the Request was created, in particular to ensure greater security and functionality of the Application, for analytical and statistical purposes and to secure other legitimate interests of the Operator.
8. The Operator reserves the right to remove any part of the content of the Application at any time, even without the User's consent, in particular any User profile that is contrary to the legal order of the Czech Republic, good manners, or otherwise threatens public order or its content does not correspond to the principles or legitimate interests of the Operator. This includes, in particular, such content that is misleading or untrue, has the character of spam or is in no way related to the purpose of the Application, or which shows signs of discrimination against any person or group of persons or other generally reprehensible actions or attitudes.
9. The Operator is entitled at any time to check the compliance of the use of the Application with these T&C and to demand immediate remedy from the User, in particular in the form of modification or deletion of information that is in violation of these T&C.

## XI.

### Information for consumers

1. The Operator hereby informs the User who is a consumer of the following communications:
  - **Identity:** MEDDI hub a.s., with registered office at Na Florenci 2116/15, Nové Město, 110 00 Prague 1.
  - The address for delivery of documents to the Operator is identical to the above-mentioned address of the Operator's registered office. The address for delivery of electronic mail is info@meddi.com, Telephone number: +420 222 262 933
  - **Designation of the service:** the Operator operates the Application, through which, in particular, it enables mutual electronic communication between the User and the Provider. The subject matter of such communication will generally be professional consultations and expert opinions concerning the health of the Users, whereby encrypted and secure transmission of data and other information is implemented in the context of such interactions. The Application does not serve to provide urgent or acute care as those terms are defined in the Health Services Act. For more information see the Service Overview.
  - **Export Restrictions:** no export restrictions arise from the nature of the services.
  - **BioScan:** the BioScan function is a standalone Class I software medical device pursuant to Regulation (EU) 2017/745 of the European Parliament and of the Council. The BioScan User Manual is available at [www.meddi.com](http://www.meddi.com) in the documents tab.
  - **Price:** One-Time Service Price and License Prices, including their due dates and billing periods, are specified in CZK in the Service Overview. One-Time Service Price and License Prices are set out in the Service Overview as final, including value added tax (if applicable), as well as all related fees and costs of delivery of the Service via the Application. Third Party Service Price is set out in the Reservation System on the App.
  - **Method of payment:** the method of payment for the granting of a Fee-Based License or for a Fee-Based One-Time Service and the Third Party Service is set out in Article IX of the T&C or directly in the Application. The method of payment in relation to the Operator is always non-cash.
  - **Costs of providing the Service:** no costs (taxes, fees, etc.) are incurred by Users in connection with the use of the Application, except for the costs of operating the means of remote communication.
  - **Defective performance rights:** the defective performance rights in connection with the use of the Application are set out in the Complaints Procedure.



- Indication of the duration of the obligation: the contract between the Operator and the User is for an indefinite period of time, except for the Fee-based License to Use, Third Party Services and Fee-based One-Time Services. The Fee-Based License may be terminated or otherwise terminated under the terms and conditions set forth in the T&C. In the case of a contractual commitment for Third Party Services, the duration of the commitment is specified within the contractual relationship with the Provider.
- Technical measures: access to the Application requires an Internet connection and a compatible web browser (Safari, Google Chrome, Mozilla Firefox) or operating system (iOS, Android).
- Communication costs: the costs incurred by the Users when using remote means of communication in connection with the conclusion of the Agreement and the use of the Application (in particular the costs of the Internet connection, the costs of emails and telephone calls) are borne and paid by the Users. In relation to the Operator, no costs are incurred by the Users for the use of remote means of communication.
- Code of Conduct: The Operator is committed to a Code of Conduct, a copy of which can be requested by emailing [compliance@meddi.com](mailto:compliance@meddi.com).
- Withdrawal from the Contract: You have the right to withdraw from the Contract without giving any reason and without any penalty within 14 days of receipt of the Performance. To comply with the withdrawal period, it is sufficient to send the withdrawal before the expiry of the relevant period. Please inform us of your withdrawal by sending us a message to our contact email. You may use the enclosed sample withdrawal form to withdraw from the contract, but it is not your obligation to do so.  
Upon receipt of the cancellation information, we will promptly (within 14 days at the latest) refund any payments we have received from you under the contract in the same way as you made payment when you placed your order. You will not incur any additional costs in any case.  
Please note, however, that if you expressly request the provision of the Performance before the expiry of the 14-day period, in particular in the case of the Fee-Based License and the Reservation term, and you pay the price according to the Service Overview or the price indicated in the Reservation System before the expiry of the 14-day withdrawal period, your right to withdraw from the Contract shall be extinguished in accordance with Section 1829 in conjunction with Section 1837(I) of the Civil Code.
- Obligation to pay part of the License Price: The Operator hereby expressly informs the User that, if the User validly withdraws from the contract in the cases referred to in the preceding paragraph, the User shall be obliged to pay the Operator a proportionate part of the price for the Performance already provided.
- If you are a consumer and if a dispute arises between us under the contract that we are unable to resolve directly, you have the right to contact the Czech Trade Inspection Authority (address: Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2; web interface: [www.coi.cz](http://www.coi.cz), [www.adr.coi.cz](http://www.adr.coi.cz); electronic contact: [adr@coi.cz](mailto:adr@coi.cz); telephone: +420 296 366 360) for the purpose of out-of-court resolution of a consumer dispute. You may exercise this right within 1 year from the date on which you first exercised the right that is the subject of this consumer dispute with us.
- You can also use the online platform set up by the European Commission at: <http://ec.europa.eu/consumers/odr/> to lodge a complaint regarding the services provided by the Operator and to find an ADR entity.

## XII.

### Consent to receive commercial communications

1. When registering on the Application, and thereafter on the Application, the User may have the option of consenting to the sending of informational/promotional emails and printed materials related to the Application (news, discounted offers, invitations, etc.) by ticking the relevant box, to the email or postal address provided by the User for this purpose when registering. The User is

entitled to withdraw consent to receive informational/promotional emails and printed materials at any time by written notification (email) to the Operator or in any other manner provided by law.

### **XIII. Final provisions**

1. During the operation of the Application, circumstances may arise that give rise to a reasonable need for subsequent amendments to these T&C. For this purpose, the Operator is entitled to amend the T&C to the extent necessary. The Operator is obliged to inform the User immediately about the change of the T&C via the User interface of the Application and/or by sending an e-mail message to the address provided by the User. The User is entitled to refuse the change of the T&C and terminate the Agreement, of which the User is obliged to notify the Operator in the User Interface and/or via the Operator's contact details, in particular by e-mail, within 14 days from the moment the notification of the change of the T&C was delivered to the User. If the User does not notify the Operator of his/her disagreement within the time limit specified in the previous sentence, he/she shall be deemed to have accepted the new version of the T&C. In the event of refusal to change the T&C, the User is obliged to terminate the use of the Application with immediate effect. In this case, the User's registration in the Application will be cancelled by the Operator. This provision does not affect in any way the rights and obligations arising before the effective date of the change of the T&C.
2. The User agrees that the Operator is entitled to transfer all its rights to the Application (including the relevant domain) to a third party after the conclusion of the Agreement. In such case, all rights and obligations under the Agreement shall be transferred from the Operator to such third party without termination of the Agreement; the User agrees to this procedure in advance within the meaning of Section 1895 of the Civil Code.
3. If at the conclusion of the Contract or at its amendment, conditions deviating from the T&C have been expressly agreed upon or if it has been expressly agreed within this arrangement that some parts of the T&C do not apply, such arrangement shall prevail over the T&C. In other cases, the T&C shall apply. The rights and obligations of the Operator and Users concerning the Application and/or arising in connection with its use, not governed by these T&C or the Agreement, shall be governed by the law of the Czech Republic, in particular the Civil Code.
4. Any legal disputes arising in connection with the use of the Application and these T&C shall be settled exclusively under the law of the Czech Republic (excluding conflict of laws rules) before the competent courts of the Czech Republic.
5. If the provisions of the T&C are found to be unenforceable, the provisions in question will be replaced by enforceable provisions that are as close as possible to the meaning and purpose of the provision in question.
6. An integral and binding part of these Terms and Conditions are the Rules of Processing and Protection of Personal Data, which are available in the current version in the Application and on the web address [www.meddi.com](http://www.meddi.com) in the documents tab.
7. These T&C are published in two language versions – Czech and English. In the event of a discrepancy between the Czech and English versions of these T&C, the Czech version shall prevail.
8. These T&C come into force and effect on 29. 5. 2026.



### **Sample form for withdrawal from a contract concluded by distance method**

In case you want to withdraw from the contract, you can use this form. Please send the completed form to the following email address: [info@meddi.com](mailto:info@meddi.com), or to Na Florenci 2116/15, Nové Město, 110 00 Prague 1.

**Sender:**

Name:

Residence:

E-mail (under which I am registered in the application):

(or - phone number):

**Recipient:**

MEDDI hub a.s.,

Address: Na Florenci 2116/15, Nové Město, 110 00 Prague 1,

Email: [info@meddi.com](mailto:info@meddi.com)

### **Notification of withdrawal from the contract**

I hereby give notice that I withdraw from the contract concluded between us on \_\_\_\_\_, the subject of which is the provision of services through the MEDDI app. The purchased performance is \_\_\_\_\_.

This is not a performance for which I have expressly requested the provision of the performance before the expiry of the 14-day withdrawal period without giving any reason in accordance with sec. 1829 in conjunction with sec. 1837 (l) of the Civil Code.

I have **not used** the performance **at all** and thus request a full refund of the price paid.

/

I have **partially used the** fulfilment and thus request a refund of a proportionate part of the price paid, which amounts to \_\_\_\_\_,- CZK.\*

In \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
Name and surname (signature)

\* Delete where not applicable