



GENERAL TERMS AND CONDITIONS ADELI s. r. o.

(Rehabilitation Center ADELI Slovakia)

IČO 35 850 655, registered in the Commercial Register maintained by the District Court Trnava Sect. Sro, insert no. 17467/T

1. INTRODUCTORY PROVISIONS

(1.1) ADELI s.r.o., IČO: 35 850 655, with its registered office at Hlboká 45, 921 01 Piešťany, the company registered in the Commercial Register of the District Court Trnava, Section: Sro, file no. 17467 / T, as a health care provider in a non-state healthcare facility located at Hlboká 45, 921 01 Piešťany, Slovakia. The facility provides outpatient health care in the field of specialized physiatry, balneology and medical rehabilitation, specialized clinical speech therapy, specialized neurology and pediatric neurology, specialized clinical psychology and orthopedics. The Patient in this case is the person with whom the Provider has concluded an agreement on the provision of health care.

(1.2) In order to regulate the mutual rights and obligations related to the provision of Health Care by the Provider to the Patient in more detail, the Provider shall issue these General Terms and Conditions.

(1.3) The purpose of the General Terms and Conditions is to define the rights and obligations of the legal relationship established by the Health Care Agreement concluded between the Provider and the Patient.

(1.4) The Provider shall perform Health Care in accordance with the information provided by the Patient and related Medical Documentation.

2. INTERPRETATION OF USED TERMS

(2.1) For the purposes of the General Terms and Conditions of Health Care, the terms contained herein have the following meanings:

a) **Agreement** - is a legal relationship, the subject of which is the provision of specialized outpatient Health Care. It is established on the basis of an agreement on the provision of health care concluded by the Patient with the Health Care Provider.

b) **Informed Consent** - is a demonstrable consent to the provision of Health Care, which was preceded by instruction under the Health Care Act. Informed Consent is also such demonstrable consent to the provision of Health Care, which was preceded by the refusal of instruction, unless otherwise stipulated by the Healthcare Act.

c) **Provider's website** -
<https://sk.adelicenter.eu/>

d) **Attending Healthcare Assistant** - is a healthcare assistant designated by the Provider to provide Health Care to a person.

e) **Patient** - is a natural person with whom the Provider has concluded an Agreement on the provision of Health Care.

f) **Provider** - ADELI s.r.o., IČO: 35 850 655, with its registered office at Hlboká 45, 921 01 Piešťany, the company registered in the Commercial Register of the District Court Trnava, Section: Sro, file no. 17467 / T.

g) **Facility** - means the Provider's Medical

Facility located at Hlboká 45, 921 01 Piešťany, Slovakia.

h) **Act on Health Care Providers** - Act no. 578/2004 Coll. on health care providers, health care assistants, professional organizations in health care and on amendments to certain laws.

i) **Health Care Act** - Act no. 576/2004 Coll. on health care, services related to the provision of health care and on amendments and supplements to certain acts, as amended.

j) **Act on the Scope of Health Care Covered by Public Health Insurance** - Act no. 577/2004 Coll. on the scope of health care covered by public health insurance and reimbursement for health-care-related services.

k) **Act on Health Insurance Companies and Supervision** - Act no. 581/2004 Coll. on health insurance companies, on health care supervision and on amendments to certain acts.

l) **Medical Documentation** - is a set of data on the health status of a person, on Health Care and on services related to the provision of Health Care to that person.

m) **Health care** - is a set of work activities performed by Healthcare Assistants with the aim of prolonging the life of a natural person, improving the quality of their life and healthy development of future generations.

n) **Health Performance** - is a targeted activity of a Healthcare Assistant, which represents the basic unit of provision of Health Care by the Provider.

3. AGREEMENT ON THE PROVISION OF HEALTH CARE

(3.1) Health Care is provided by the Provider on the basis of the Agreement. The Agreement is concluded in writing or by implicit manifestation of the will of the Patient by paying the deposit stated on the proforma invoice. The Agreement is concluded for the period from the date the deposit is credited to the Provider's account until the end of the rehabilitation stay. Rehabilitation stay usually lasts 2-4 weeks. In individual cases, the Chief Physician may, in the best medical interest and in support of the Patient's health, change the length of the rehabilitation stay with the Patient's consent.

(3.2) By concluding the Agreement, the Patient confirms that:

a) they acknowledge that the Health Care provided by the Provider is subject to a fee and its performance is paid in a way agreed with the Provider (the method of payment is agreed individually between the Provider and individual Patients).

b) they have been informed about the current price list of the Provider's services and acknowledge that the current price list of the Provider is available for inspection at the premises

of the Provider's Facility.

c) Health Care is provided to the extent specified in the Agreement.

d) they are familiar with these General Terms and Conditions and agree with their content.

e) they have been informed about the options of the proposed procedures as well as the risks of providing Health Care; they have been informed in a comprehensible, considerate manner, without pressure with the possibility and sufficient time to decide.

f) they agree with the proposed treatment, and in case of any changes in the state of health (nausea, pain, etc.) felt after the medical procedure, they will inform the Healthcare Assistant accordingly.

(3.3) The Provider provides specialized outpatient Health Care during the working hours published in the Provider's Facility.

(3.4) By concluding the Agreement, the Provider and the Patient shall establish a legal relationship, the subject of which is the provision of specialized outpatient Health Care. The Provider is entitled to refuse to conclude an Agreement for reasons stated in the relevant legislation.

(3.5) The Provider is entitled to refuse to conclude an Agreement if, by concluding such Agreement, it would exceed their acceptable workload.

4. PROVISION OF HEALTH CARE

(4.1) The Provider provides Health Care through Attending Healthcare Assistants.

(4.2) The Provider is obliged to provide Health Care lege artis, ie. the procedure of a Healthcare Assistant which is in line with current scientific knowledge.

(4.3) The Attending Healthcare Assistant is obliged to inform the Patient of the purpose, nature, consequences and risks of providing Health Care, of the options for the proposed procedures and the risks of refusing Health Care in accordance with Section 6 of the Health Care Act (Advice and Informed Consent). The Attending Healthcare Assistant is obliged to provide instruction in a comprehensible, considerate manner, without coercion and with reasonable intellectual and voluntary maturity and the state of health of the person to be instructed with the opportunity and sufficient time to freely opt for Informed Consent.

(4.4) Anyone who has the right to receive instruction under paragraph (3.3) of this Article of the General Terms and Conditions shall also have the right to refuse the instruction. A written record shall be made of the refusal of instruction.

(4.5) While providing Health Care, the Patient has the right to:

a) protection of dignity, respect for their

physical and psychological integrity;

b) information concerning their state of health;

c) information on the purpose, nature, consequences and risks of Health Care provision, options for the proposed procedures and the risks of refusal to provide Health Care;

d) refusal to provide Health Care except in cases where Health Care can be provided under the Health Care Act without Informed Consent;

e) maintain the confidentiality of all data relating to their state of health, facts related to their state of health, unless in the cases stipulated by a special regulation the Attending Healthcare Assistant is not deprived of such confidentiality;

f) to relieve suffering;

g) a humane, ethical and dignified attitude of Healthcare Assistants.

(4.6) The Patient is obliged to comply with their obligations under special legal regulations, eg. in the case of specialized outpatient Health Care, to submit a written recommendation of the Patient's general physician, if necessary, to the Healthcare Assistant of the Provider, etc.

5. LIABILITY FOR DAMAGE

(5.1) The Provider shall not be liable for damage incurred by the Patient due to circumstances of an objective nature excluding liability, i.e. circumstances which the Provider has not caused or could not have foreseen. The Provider shall not be liable for damages incurred by the Patient as a result of the peculiarities of their health state, on condition that the Provider has notified the Patient of the potential risks.

(5.2) The Provider shall not be liable for any damage incurred by the Patient by failing to give the Provider complete, truthful, up-to-date information about their health condition or medicines used, or if the Patient has concealed, consciously / unconsciously information about their health, or the medicines used that are decisive for the provision of Health Care by the Provider lege artis.

(5.3) If the Patient considers that they have not been provided with the Health Care correctly or considers that a Provider's Attending Healthcare Assistant's decision regarding the provision of Health Care is incorrect, the Patient has the right to ask the Provider for remedy. Requests for redress shall be made in writing.

(5.4) The Provider is obliged to inform the Patient in writing of the manner of processing the request within 30 days of the submission of the request by the Patient, unless the content of the request implies the necessity to act promptly or in a shorter time.

(5.5) If the Provider fails to comply with the request or does not inform the Patient of the manner of processing the request within 30 days of the submission of the request by the Patient, the Patient has the right:

a) to ask the Health Care Surveillance Authority to perform supervision in accordance with the relevant provisions of the Act on Health Insurance Companies and Supervision if the subject of the request is the correct provision of Health Care, or

b) to contact the body responsible for supervision under the Act on Health Care Providers, if the request concerns a decision of the Attending Healthcare Assistant of the Provider in connection with the provision of Health Care.

6. RESERVATION OF THE TERM OF REHABILITATION STAY

(6.1) The Patient is obliged to reserve the rehabilitation stay in advance. They can do so in the following ways:

a) by telephone at the Provider's phone number +421 33 79 159 00,

b) personally at the Provider's Facility at Hlboká 45, 921 01 Piešťany, Slovakia,

c) via the Provider's email address: [info@adelicenter.eu].

(6.2) Prior to each reservation of the term of the rehabilitation stay, the Patient is obliged to acquaint themselves with the currently valid wording of these General Terms and Conditions. By concluding the Agreement, the Patient expresses their unconditional consent to these General Terms and Conditions.

(6.3) In order to provide Health Care effectively and timely in the Provider's Facility, the Patient is obliged to respect the date of commencement of the rehabilitation stay they have ordered. In the event that any obstacle prevents the Patient from starting the rehabilitation stay on the agreed date and time, the Patient is obliged to notify the Provider of this fact no later than 30 days in advance. In the event of a failure to notify the Provider about this obstacle, the term is forfeited to the Patient and the Patient is obliged to pay the Provider a cancellation fee of 500 EUR for the treatment not provided in accordance with the valid price list. The Patient is obliged to pay this cancellation fee to the Provider upon request by cash or by wire transfer in favor of an account notified to the Patient by the Provider. If the Patient is late in paying the cancellation fee under this clause, the Provider shall remind him in writing to fulfill the obligation to pay this cancellation fee. The costs associated with the reminders of the Patient shall be reimbursed to the Provider by a flat-rate compensation of 5 EUR for each reminder sent by the Provider. The Provider reserves the right to set off the cancellation fee unilaterally against any claims of the Patient against the Provider.

(6.4) In case of a disease, confirmed by a doctor, the cancellation fee is not charged to the Patient. The same applies to difficult and officially proven reasons (events, injuries), which objectively make it impossible to start the rehabilitation stay on agreed date, when cancellation fees are also completely eliminated.

7. PROCESSING, PROVISION AND ACCESS OF DATA FROM THE MEDICAL DOCUMENTATION

(7.1) The Provider is obliged to process, provide and access the data from the Medical Documentation of the Patient in accordance with the Act on Health Care as amended and Act no. 18/2018 Coll. on the protection of personal data.

(7.2) The Medical Documentation shall contain:

a) personal data of the Patient receiving Health Care: name, surname, date of birth, social security number, permanent address and medical data necessary to establish a medical history,

b) information on the instruction and Informed Consent,

c) data on the Patient's disease, the course and results of examinations, treatment and other significant circumstances related to the Patient's state of health and the procedure for providing Health Care,

d) data on the extent of provided Health Care,

e) data on services related to the provision of Health Care,

f) data on temporary incapacity for work, data on treatment regimen and facts relevant to the assessment of medical fitness for work;

g) epidemiologically relevant facts,

h) identification data of the relevant health insurance company,

i) identification data of the Health Care Provider.

(7.3) The Medical Documentation is kept in accordance with the Health Care Act.

(7.4) The Provider is obliged to ensure that the Patient's Medical Documentation is not accessible to persons other than the Attending Physician and, to the extent necessary, to Healthcare Assistants. The extent of access to personal data as well as authorized persons shall be determined by the Provider.

(7.5) Data from the Medical Documentation shall be provided in the form of an extract from the Medical Documentation. In addition to the identification data of the Patient, the relevant health insurance company and the Provider, the extract from the Medical Documentation also contains:

a) a chronological description of the development of health state,

b) overview of treatment to date,

c) data necessary for further provision of Health Care,

d) date of issue and identification of the Healthcare Professional.

(7.6) The Provider is obliged, upon written request, to provide an extract from the Medical Documentation to the extent directly related to the purpose of the request. Data from the Medical Documentation shall be made available by consulting the Patient's Medical Documentation to the extent specified in the provision of Art. Section 25 of the Health Care Act.

(7.7) When changing the provider of specialized outpatient health care due to withdrawal from the Agreement, the Provider is obliged to provably submit the Medical Documentation or its copy within seven days of its request to the new health care provider with whom the Patient concluded an agreement on the provision of health care.

8. REMUNERATION

(8.1) The Patient undertakes to pay Remuneration to the Provider for the provision of Health Care, examination or medical performance in accordance with the General Terms and Conditions.

(8.2) The Provider with whom the Patient's health insurance company has concluded a contract under the Act on Health Insurance Companies and Supervision shall not require the insured to pay for the Health Care which is fully reimbursed on the basis of public health insurance under the Act on the Scope of Health Care Covered by Public Health Insurance.

(8.3) The Provider may not make the provision of Health Care to the Patient conditional on the stipulated participation of the Insured under the Act on the Scope of Health Care Covered by Public Health Insurance and the regulations issued for its execution, or any other performance.

(8.4) The Provider with whom the Patient's health insurance company has concluded a contract under the Health Insurance and Surveillance Act may require the Patient to reimburse the Health Care provided for the disease listed in the list of diseases up to the amount of the insured's participation under the Act on the Scope of Health Care Covered by Public Health Insurance and the

regulations issued for its execution. Health services provided for a disease listed in the list of diseases that the Provider provides and for which they can claim reimbursement are controlled by a higher territorial unit competent according to the Place of Operation by supervision according to a special regulation.

(8.5) Prior to each provision of Health Care the Patient shall be informed of the following:

a) a list of health insurance companies with which the Provider has concluded a health care contract,

b) that, as a policyholder of a health insurance company that does not have a contract concluded under letter a) of this paragraph, the Patient is obliged to pay the Provider a fee for the provision of Health Care in the amount according to the current price list of the Provider;

c) that, as a policyholder of a health insurance company that does not have a contract concluded under letter a) of this paragraph, the purchase price for medicines prescribed by the Provider's physician will be paid in full at the pharmacy and that the Provider may not issue a certificate of temporary incapacity for work, which would be accepted by the Social Insurance Agency,

d) the current price list of the Provider pursuant to letter b) of this paragraph.

(8.6) The current price list of the Provider's services and the current list of health insurance companies with which the Provider has concluded a contract on the provision of health care are always available for inspection at the Provider's Facility.

(8.7) Healthcare services provided at the request of the Patient and healthcare services not specified in the contract concluded between the Provider and the Patient's health insurance company as fully or partially reimbursed shall be paid by the Patient in full according to the Provider's current price list. The Provider has the right to demand payment under this point in advance, ie. before providing Health Care.

(8.8) For healthcare services provided at the request of the Patient and healthcare services not specified in the contract concluded between the Provider and the Patient's health insurance company as fully or partially paid, the Patient is obliged to pay the Provider an advance of 500EUR resulting from the pro forma invoice within 14 days of the date of receipt of the pro forma invoice. The Patient is obliged to pay the resulting difference from the full amount no later than 14 days before the start of the rehabilitation stay. In case of a one-off medical treatment which is not paid in whole or in part by the Patient's health insurance company, the Patient is obliged to pay for this service before it is provided.

(8.9) The amount of Remuneration is determined in the pre-contractual Agreement between the Provider and the Patient, when the Quotation is sent to the Patient and the list of provided medical treatments as well as the length of the rehabilitation stay from which the Patient chooses. In individual cases, the Chief Medical Officer may, at their discretion and in the best medical interest of the Patient and in support of the state of their health, change the amount / length / type of daily treatment performed, even after the conclusion of the Agreement.

(8.10) The Provider is entitled to change the price list of medical services during the term of the Agreement.

9. PRIVACY POLICY

(9.1) By concluding the Agreement, the Patient declare that they agree to the processing of their personal data in the way and to the extent specified in Act no. 18/2018 Coll. on the protection of personal data as amended and give their consent for the duration of the Agreement. Consent may be withdrawn by notification, letter or electronic mail to [info@adelicenter.eu].

(9.2) The Provider undertakes to process personal data in accordance with Act no. 18/2018 Coll. and in a manner consistent with good morals, and only for a defined or established purpose.

(9.3) The purpose of processing the Patient's personal data is to maintain records in order to provide and improve the services provided by the Provider to the Patient.

(9.4) The Patient shall receive, together with the Agreement and these General Terms and Conditions, also special guidance on the rights of the Patient as a data subject as well as other specific information on the conditions of processing personal data.

10. COMMON AND FINAL PROVISIONS

(10.1) Should any provisions of the General Terms and Conditions be invalid at the time of conclusion of the Agreement between the Provider and the Patient, or if they become invalid at a later date, this shall not affect the validity of other provisions of the General Terms and Conditions. Instead of invalid provisions, the provisions of the Civil Code and other legal regulations valid and effective in the territory of the Slovak Republic, which by their content and purpose are closest to the content and purpose of the General Terms and Conditions and / or the Agreement shall apply.

(10.2) The General Terms and Conditions form an integral part of any Agreement concluded between the Provider and the Patient in the provision of Health Care. In the event that the General Terms and Conditions contain provisions different from the Agreement, the provisions of the Agreement shall prevail over the General Terms and Conditions. For the validity and effectiveness of the General Terms and Conditions different or additional terms agreed by the Provider and the Patient in the Agreement, their written form is required.

(10.3) The legal relationships between the Provider and the Patient, which are subject to the General Terms and Conditions and which are not regulated by the General Terms and Conditions, are governed by the relevant provisions of the Civil Code as well as by other legal regulations valid and effective in the Slovak Republic.

(10.4) The Provider is entitled to unilaterally change the General Terms and Conditions due to a change in generally binding legal regulations governing relations between the Provider and the Patient or based on the Provider's decision.

(10.5) The change of the General Terms and Conditions shall take effect on the date stated in the amended General Terms and Conditions, but not earlier than 30 days after the date of their publication on the Provider's website.

(10.6) The General Terms and Conditions shall be valid for the entire period of validity and effectiveness of the legal relationship between the Provider and the Patient established by the Agreement and the General Terms and Conditions and after the termination thereof, until all claims arising from it are settled.

(10.7) If the Patient fails to pay Remuneration in accordance with these General Terms and Conditions, the Provider shall be entitled to claim the default interest in the amount determined by the generally binding legal regulation of the Slovak Republic. If the Patient is in delay with the payment of the Remuneration, the Provider is entitled to file his claim through the courts. In case of delay exceeding 30 days, the Provider is entitled to withdraw from the Agreement by written notice of withdrawal delivered to the Patient. Withdrawal from the Agreement shall not affect the Provider's right to payment of default interest or the right to payment of other payments to which the Provider was entitled prior to withdrawal.

(10.8) With reference to the provision of § 12 para. 9 of the Health Care Act the Patient is entitled to withdraw from the Agreement at any time without giving any reason. Withdrawal from the Agreement must be in writing. The withdrawal of the Patient from the Agreement shall not affect the Provider's entitlement to payment of default interest or the right to payment of other payments to which the Provider was entitled prior to withdrawal.

(10.9) Legal relationships established by the Agreement shall be governed by the laws of the Slovak Republic and issues not expressly addressed by the Agreement shall be governed, in particular, by the provisions of the Health Care Act, the Act on the Scope of Health Care Covered by Public Health Insurance and by the provisions of the Act on Health Care Providers, and related generally binding legal regulations.

(10.10) All facts concerning the legal relationship between the Provider and the Patient established by the Agreement and / or the General Terms and Conditions shall be reported by the Patient to the address of the Provider registered in the Commercial Register and by the Provider to the Patient's permanent address stated in the Agreement. Shipment is considered as delivered:

a) on the date of its receipt by the addressee;

b) on the date on which the addressee refused to take delivery;

c) on the day the shipment is returned to the sender as undelivered because the addressee is unknown, long-term moved, lives abroad or for any other reason for which the shipment could not be delivered, provided that the shipment was sent to the registered office of the Provider registered in the Commercial Register at the time of shipment, or to the permanent address of the Patient specified in the Agreement, or another address notified in writing to the Provider by the Patient.

(10.11) General Terms and Conditions shall cease to be valid on the date when new General Terms and Conditions enter into force and effect.

(10.12) The General Terms and Conditions are effective and binding from the date of their publication on the Provider's website, unless a later date is specified in the General Terms and Conditions. The General Terms and Conditions are available for inspection in printed form at the Provider's Facility at Hlboká 45, 921 01 Piešťany, Slovakia.

In Piešťany, [7.1.2020]