

BUSINESS TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES AND THE PURCHASE OF GOODS FROM DOKTOR NA TELEFONU S.R.O.

1. INTRODUCTORY PROVISIONS

- 1.1.** Doktor na telefonu s.r.o., a company with its registered seat at Betlémské náměstí 351/6, 110 00 Prague 1, Commercial Register number (IČO number): 09819801, entered in the Commercial Register kept by the Metropolitan Court in Prague, entry number C 342988, issues these terms and conditions (“**Terms and Conditions**“) which govern the contractual relationships that the Company enters into in connection with the provision of Services to entrepreneurs and non-entrepreneur individuals, as these terms are defined below.
- 1.2.** Any deviating provisions of the Service Agreement or the Purchase Agreement (as defined below) take precedence over these Terms and Conditions.
- 1.3.** The contractual relationship between the Company and the User is governed by these Terms and Conditions available at <https://www.onlinetestovani.cz> and <https://eshop.onlinetestovani.cz>, as well as by the provisions of applicable legislation.
- 1.4.** Current contact and billing information of the Company (as defined below) is available at the website of the relevant Service.

2. DEFINITIONS

- 2.1.** The terms used in these Terms and Conditions have the following meaning:

- (a) **Delivery Service:** Zásilkovna s.r.o., a company with its registered seat at Lihovarská 1060/12, 190 00 Prague 9, Commercial Register number (IČO number): 28408306, or PPL CZ s.r.o., a company with its registered address at K Borovému 99, Jažlovice, 251 01 Říčany, Commercial Register number (IČO number): 2594798.
- (b) **Purchase Agreement:** an agreement to purchase Goods offered by the Company through the Web Platform, the content of which always consists of these Terms and Conditions.
- (c) **Buyer:** an individual or a legal entity who entered into a Purchase Agreement with the Company through the Web Platform.
- (d) **Terms and Conditions:** the Company’s terms and conditions for the provision of Services and the purchase of Goods.
- (e) **Healthcare Provider:** SochORL s.r.o., a company with its registered office at Počernická 512/58, Malešice, 108 00 Prague 10, authorized to provide medical services within the meaning of S. 2 of Act No. 372/2011 Sb., on medical services, as amended (“**Medical Services Act**”), to administer tests for the detection of SARS-CoV-2.
- (f) **Services:** the service of arranging online testing for the detection of SARS-CoV-2 including, in particular, a moderated video conference with a Healthcare Professional, issuing a certificate for the performed test, and the related administration and creating records, including entering the test result in the Infectious Diseases Information System maintained by the Institute of Health Information and Statistics, or other registers as required by applicable legislation by the Health Service Provider and mediated by the Company through the Web Platform. Detailed terms and conditions for the provision of Services are set out in these Terms and Conditions and the detailed content of the Services as well as a detailed description of their operation are available at the above-mentioned websites.
- (g) **Service Agreement:** an agreement on the provision of Services concluded between the Company and the User through the Web Platform, the content of which always consists of these Terms and Conditions.

- (h) **Company:** Doktor na telefonu s.r.o., a company with its registered seat at Betlémské náměstí 351/6, 110 00 Prague 1, Commercial Register number (IČO number): 09819801, entered in the Commercial Register kept by the Metropolitan kept in Prague, entry number C 342988.
- (i) **Parties:** parties to the Service Agreement or Purchase Agreement, i.e., the Company and the User or the Company and the Buyer.
- (j) **User:** an individual or a legal entity who enters into a Service Agreement with the Company.
- (k) **Web Platform:** the website operated by the Company at <https://www.onlinetestovani.cz/> and <https://eshop.onlinetestovani.cz/>, through which the Company offers the Service and the Goods.
- (l) **Privacy Policy:** the document entitled Privacy Policy for personal data processing for Web Platform users, the up-to-date version of which is available at <https://www.onlinetestovani.cz/> and <https://eshop.onlinetestovani.cz/>.
- (m) **Goods:** goods sold by the Company through the Web Platform, which may also have the nature of medical devices in accordance with applicable laws.
- (n) **Healthcare Professional:** an employee of the Healthcare Provider.

3. PROVISION OF SERVICES THROUGH THE WEB PLATFORM

- 3.1. As part of the Services, the Company operates a Web Platform which serves as an interface for the Service with the following options:
 - (a) The option for the User who is an employer to have their employees, assigned personnel, other individuals who work for the employer and other individuals who must be tested in accordance with relevant legislation or public authority measures (“Employee”) remotely tested for SARS-CoV-2 with the assistance of a Healthcare Professional.
 - (b) The option for the User who is an individual to be remotely tested with the assistance of a Healthcare Professional and to record his/her test results of SARS-CoV-2 testing.
- 3.2. To the extent that the Service is a medical service within the meaning of the Medical Services Act, it is provided by a Health Care Provider, who at the same time fulfills all related obligations and is responsible for its provision.
- 3.3. The relevant part of the Web Platform for remote testing with video assistance of a Healthcare Professional is made available:
 - (a) to Employees by their employer, who is a User, according to the instructions and guidelines within the Web Platform, on their devices equipped with a web camera and a microphone.
 - (b) to other Users by the Company, according to the instructions and guidelines within the Web Platform, on the User's devices equipped with a web camera and a microphone.
- 3.4. Access to the User's account on the Web Platform is protected by login data or other security procedures.
- 3.5. Users shall:
 - (a) notify the Company and no one else of any security deficiencies in the Web Platform that they become aware of while using the Web Platform.
 - (b) prevent any sharing of login details and content of the Web Platform among Employees or with third parties.
 - (c) protect login data and prevent their misuse.
- 3.6. The Company may limit or completely suspend the operation of the Web Platform due to planned maintenance, of which it must inform the User in a suitable manner – if possible – in advance.

3.7. The User, who is an employer, undertakes to ensure the distribution of the Privacy Policy to each Employee individually in a suitable form which enables proving its delivery to each individual Employee.

4. CONCLUSION OF THE SERVICE AGREEMENT AND THE PURCHASE AGREEMENT

4.1. The Company accepts orders from Users, based on which it provides its Services or Goods. It accepts orders for Services or Goods from the User primarily through the proper completion and submission of an electronic registration form by the User; the form is available on the Web Platform.

4.2. The Company reserves the right to reject an order within three (3) working days of receiving it if:

- (a) it was filed by a User who has previously violated any obligations arising from the Terms and Conditions.
- (b) the User provided incorrect or incomplete information and failed to complete or update it even after the Company's request to do so.
- (c) the execution of the order would be contrary to the Company's business policy; or
- (d) the execution of the order would be contrary to the principles of fair trade, good moral or public order.

4.3. Prior to submitting the order to the Company, the Users can check, and change data included in the order, also considering the User's ability to check for mistakes and correct them when filling in the order form. The User sends the order to the Company by clicking on the "Complete order" button.

4.4. Without prejudice to the Company's right to reject the order under point 4.2 of the Terms and Conditions, the Company will send a confirmation e-mail to the User. The User's order is considered accepted when a unique registration code is sent by the Company if Services are ordered, and a confirmation e-mail is sent by the Company if Goods are ordered.

4.5. The Service Agreement or the Purchase Agreement is concluded when the Company confirms the order in the manner specified in S. 4.4 of the Terms and Conditions, or tacitly, when the provision of Services in accordance with the User's order and other binding documents forming the content of the Service Agreement.

4.6. By concluding the Service Agreement or the Purchase Agreement, the User agrees:

- (a) with the terms and other conditions of the provision of Services pursuant to the Service Agreement or the Purchase Agreement.
- (b) with limitations due to the technical possibilities of the Internet and the Web Platform.
- (c) with the content of the Service Agreement or the Purchase Agreement and the Terms and Conditions and their Annexes.

4.7. Depending on the nature of the order (quantity of Goods or Services, price, estimated shipping costs), the Company may ask the User for additional confirmation of the order any time (for example in writing or by telephone).

4.8. The User agrees to using means of remote communication for concluding the Purchase Agreement or the Service Agreement. Costs incurred to the Users for using means of remote communication related to the conclusion of such Agreements (cost of Internet connection, cost of telephone calls) are borne by the Buyer and such costs are not different from the basic rate.

4.9. During the provision of the Service, the User is obliged to follow the instructions of the Health Professional and all the conditions of the Service with which they have been acquainted.

The User is entitled to use the Service exclusively in accordance with its purpose i.e., to properly perform the online antigen test for the presence of SARS-CoV-2 virus and at the same time is obliged to refrain from any action that would make the proper provision of the Service difficult or even impossible and/or that constitutes a violation of the terms of the Service. The User also acknowledges that they are not entitled to manipulate in any way the test plate during the Service, which must be placed in the frame of the videoconference (i.e. - from the User's position - the video camera of the device with which the User is making the video call). The User further acknowledges that only new, intact, undamaged and unexpired (with a valid expiry date) test kits intended for antigenic testing for the presence of SARS-CoV-2 virus (POC Ag) with CE IVD certification, meeting the conditions for use in the Czech Republic and other EU member states, may be used to perform the test. The User acknowledges that in case of violation of the terms and conditions of the Service by the User or in case of non-compliance with the instructions of the Health Professional, the Health Professional is entitled to immediately terminate the provision of the Service without any compensation. In such a case, the Service Contract within the meaning of Article 7.1(c) of the ToS shall terminate. The User's liability for damage or other harm caused to the Company by the User's breach of the Terms of Service is not affected in any way by the termination of the Service Agreement and any obligation to compensate for damages or other harm shall survive the termination of the Agreement. The User also acknowledges that intentional misuse of the Service or other fraudulent behaviour by User may be considered a criminal or otherwise unlawful act. In such case, the detected cases, including the record of the provision of the Service, will be forwarded to the law enforcement authorities for investigation after their evaluation by the Company.

5. PRICE OF GOODS AND SERVICES, INVOICING

- 5.1.** The Web Platform contains information about the Services and the Goods, including the prices and costs of returning the Goods, if the Goods cannot, due to their nature, be returned by regular mail. Prices of Goods and Services are listed including value added tax and all related fees. The prices of the Goods and Services remain valid for as long as they are displayed on the Web Platform. This provision does not prejudice the Company's ability to conclude a Service Agreement or a Purchase Agreement on an individual basis.
- 5.2.** The Web Platform also contains information on the costs associated with the packaging and the delivery of Goods. Information on costs associated with the packaging and delivery of the Goods listed on the Web Platform is valid only in cases where the Goods are delivered within the Czech Republic.
- 5.3.** Together with the price of the Goods, the Buyer is also obliged to pay the Company the costs associated with the packaging and delivery of the Goods in the agreed amount. Unless expressly stated otherwise, the price of the Goods below also includes shipping costs.
- 5.4.** The price of the Goods or Services and any associated shipping costs will be paid by the User to the Company according to the technical possibilities of the Web Portal, especially, as a non-cash transfer by a payment card or in cash upon receipt of the Goods or in another individually agreed manner (e.g. by bank transfer).
- 5.5.** In the Goods are paid upon receipt, the purchase price is payable upon receipt of the Goods. In the case of non-cash payment, the purchase price is payable together with the completion of the order.
- 5.6.** When the Service is provided, the price of the Service is payable with the completion of the order, but no later than when the Service is provided. The taxable supply shall be deemed to have been effected on the day of its provision or on the day of issuing the tax document, except for an installment or payment calendar or proof of payment, whichever occurs first. For the purposes of determining the date of taxable performance pursuant to Section 21 (3) of Act No. 235/2004 Sb., regulating the value added tax, as amended, the Services are deemed to have been provided on the first day of their provision by the Company.

- 5.7. The User is not entitled to a refund of the price paid or a discount on the price if the ordered Services were not used, or for reasons not exclusively on the part of the Company, except when such right is provided to the User by law.
- 5.8. The Company reserves the right to condition the commencement of the provision of the Services by a deposit paid in a specified amount and in a specified manner.
- 5.9. If the User is in default in the payment of the Price, any part thereof and/or any other debt owed to the Company or their respective, and/or the User demonstrably violates the Service Agreement or the Terms and Conditions, the Company may suspend the provision of Services until the price is paid by the User in full amount, including interest on late payments, or the infringement stops. The provision of Services will be resumed immediately after the due amount has been credited to the Company's account or a statement is issued that there will be no further breach of the Service Agreement or the Terms and Conditions. The User is not entitled to an extension of the period of the provision of Services by the time during which the provision of Services was interrupted, nor are they entitled to a discount or any other reduction in the agreed price for the Services.
- 5.10. The User agrees that the tax document (invoice) will be issued in electronic form.

6. USER ACCOUNT

- 6.1. Based on the User's registration made in the relevant section of the Web Platform, Users may access their user interface from which they can access relevant functions of the Service. To activate the user account, it is necessary to fill in all mandatory fields of the registration form and accept these Terms and Conditions and the Privacy Policy.
- 6.2. When they register on the Website, Users must provide accurate and true information. Each time data included in the user account change, Users must update them. The data provided by the User in the user account and when purchasing the Goods or ordering the Services are considered current and accurate by the Company.
- 6.3. The Company may cancel the user account and delete it from the database, especially if (i) the User has not used the user account for more than 12 months, (ii) the User has not ordered any Goods or Services for more than 12 months, (iii) the information provided by the User during the registration is intentionally incorrect or out of date, (iv) or in the event that the User breaches other obligations under the Service Agreement or the Purchase Agreement. The Company may adequately monitor the use of the user account.
- 6.4. The User acknowledges and accepts that the user account may not be available around the clock, especially with regard to the necessary maintenance of the Company's hardware and software equipment related to the operation of the Web Platform, or necessary maintenance of third-party hardware and software.
- 6.5. In the event of unauthorized handling of login data or misuse of such login data, the User is obliged to immediately inform the Company. The Company shall not be liable for any misuse of the User's login data or for any possible damage or possible claims of third parties arising because of a breach of the above obligations of the User.
- 6.6. If the User wishes to cancel their user account, they have the right to request it by e-mail sent to info@onlinetestovani.cz. The Company will then cancel the user account within ten (10) business days at the latest.
- 6.7. Correspondence may be delivered to the electronic address provided by the User during registration.

7. EXPIRATION OF THE SERVICE AGREEMENT AND THE PURCHASE AGREEMENT

- 7.1. The Service Agreement concluded between the Company and the User expires:

- (a) upon expiry of the period for which the Service Agreement was concluded if this term is part of the order or if it was agreed in the Service Agreement.
 - (b) upon performance of the ordered Service if it has been duly paid by the User.
 - (c) upon termination of the Service by the Healthcare Professional due to non-compliance with the Healthcare Professional's instructions or due to a violation of other rules of its provision by the User, especially in the case of any tampering with the test.
 - (d) by withdrawal from the Service Agreement in accordance with these Terms and Conditions.
 - (e) by agreement between the Company and the User.
- 7.2.** If the Service Agreement expires for the reasons stated in S. 7.1(c) of the Terms and Conditions, the User is not entitled to its repeated provision, nor to a refund of the price of the Service nor to any other compensation.
- 7.3.** If the User is in arrears with the payment of the price for the Services, the Company may charge statutory default interest on the outstanding amount.
- 7.4.** The obligation to pay any sanctions does not affect the User's obligation to fully compensate for any damage caused.
- 7.5.** Even after the expiry of the Service Agreement, the Company must comply with all obligations arising from the relevant legal regulations governing obligations in personal data protection, to prevent any unauthorized handling of personal data until transferred to the User or a third party designated by the User based on the User's instructions or discarded safely.
- 7.6.** As of the date of termination of the contractual relationship established by the Service Agreement, the Company is obliged to stop processing personal data, except for acts necessary to comply with obligations arising from relevant legislation governing obligations in personal data protection.
- 8. WITHDRAWAL FROM THE PURCHASE AGREEMENT AND THE SERVICE AGREEMENT**
- 8.1.** In accordance with the provisions of S. 1829 (1) of the Civil Code, the Buyer, who is a consumer, may withdraw from the Purchase Agreement within fourteen (14) days of receiving the Goods; where subject matter of the Purchase Agreement consists of several parts, this period runs from the date when the last part of the Goods was received. Withdrawal from the Purchase Agreement must be sent to the Company within the period specified in the previous sentence. To withdraw from the Purchase Agreement, the Buyer may use the sample form provided by the Company in Annex No. 1 to these Terms and Conditions and forming an integral part hereof. Withdrawal from the Purchase Agreement may be sent by the Buyer to the Company's address or to the Company's e-mail address at info@onlinetestovani.cz.
- 8.2.** In case of withdrawal from the Purchase Agreement pursuant to S.8.1 of the Terms and Conditions, the Purchase Agreement is annulled from its inception. The Goods must be returned to the Company by the Buyer within fourteen (14) days of the notice of withdrawal from the Purchase Agreement to the Company. The Buyer bears all costs of the original shipping of the Goods to the Buyer, as well as the costs of returning the Goods to the Buyer, even when the Goods cannot be returned via standard mail due to their nature.
- 8.3.** In the event of withdrawal from the Purchase Agreement pursuant to S. 8.1 of the Terms and Conditions, the Company will return the funds received from the Buyer within fourteen (14) days of the withdrawal from the Purchase Agreement by the Buyer, in the same manner as such funds were received. The Company may also return the performance provided by the Buyer already when the Goods are returned by the Buyer, or using a different method accepted by the Buyer, if such method is not associated with additional costs to the Buyer. If the Buyer withdraws from the Purchase Agreement, the Company is not obliged to return the received funds to the Buyer before the Buyer returns the Goods to the Company or proves that the Goods have been dispatched.
- 8.4.** The Company is entitled to unilaterally set off the right to compensation for damage caused to the

Goods against the Buyer's right to a refund of the purchase price.

- 8.5. In cases where the Buyer has the right to withdraw from the Purchase Agreement in accordance with the provisions of S. 1829 (1) of the Civil Code, the Company may also withdraw from the Purchase Agreement at any time, up to the point where the Goods have been received by the Buyer. In such a case, the Company will return the purchase price to the Buyer without undue delay, in the form of a non-cash transfer to the account designated by the Buyer.
- 8.6. If a gift is provided to the Buyer together with the Goods, the donation agreement between the Company and the Buyer is concluded with a resolutive condition that if the Buyer withdraws from the Purchase Agreement, the donation agreement regarding such gift loses its effect and the Buyer is obligated to return the gift to the Company together with the Goods.
- 8.7. If the User is a consumer, the User acknowledges that in the case of Services rendered before the end of the withdrawal period, the User may not withdraw from the Service Agreement, as the mutual rights of the Parties arising in connection with or under the Service Agreement concluded between the Company and the User are regulated by the relevant provisions of the Civil Code, in particular S. 1829 (1) and S. 1837 (a), according to which the consumer has the right to withdraw from the Service Agreement within fourteen (14) days, unless the Services were rendered with the consumer's prior express consent before the expiry of the period for withdrawal from the Service Agreement and the Company informed the User that in such a case the User has no right to withdraw from the Agreement. To withdraw from the Purchase Agreement, the User may use the sample form provided by the Company in Annex 1 to these Terms and Conditions and forming an integral part hereof.
- 8.8. The Company may also withdraw from the Service Agreement if:
 - (a) the User is more than thirty (30) calendar days in arrears with the payment of any of their debts to the Company; The Parties expressly agree that the Company may withdraw from the Service Agreement even if the User is in arrears with the payment of a debt arising under a different contract or fact related to the Company.
 - (b) the User damages the good name of the Company, its trademarks or persons cooperating with it.
 - (c) the User commits a material breach of the Service Agreement or these Terms and Conditions.
- 8.9. The User, who is not a consumer, may withdraw from the Purchase Agreement and the Service Agreement only in the event of a material breach of obligations by the Company. A substantial breach of the Service Agreement is only such breach of the Company's obligations, based on which there will be a demonstrable complete suspension of the Services by the Company for more than ten (10) consecutive business days, except in cases where the suspension is caused by *force majeure*. A material breach of the Purchase Agreement is only the situation where the Company, through its own fault, does not deliver the paid Goods even within ten (10) working days from the crediting of the price of the Goods to its account.
- 8.10. Withdrawal from the Service Agreement has effect only for the future.

9. SHIPPING AND DELIVERY OF GOODS

- 9.1. If the shipping method is agreed based on a special requirement from the Buyer differently than is specified below, the Buyer bears the risk and possible additional costs related to the selected shipping method.
- 9.2. The Seller delivers the Goods using the services provided by the Delivery Service of the User's choice. In such a case, the goods are generally delivered under the conditions established by the Delivery Service.
- 9.3. If repeated delivery or a method of delivery different from the one specified in the order are necessary due to reasons on the side of the Buyer, the Buyer shall pay the costs of repeated delivery of the Goods or costs of depositing Goods in the warehouse or repeated delivery or a

different delivery method.

- 9.4.** Upon receipt of the Goods from the Delivery Service, the Buyer is obliged to check the integrity of the packaging of the Goods and immediately notify the Delivery Service of any defects. If the packaging is damaged in a way that suggests tampering with the integrity of the consignment, the Buyer may refuse to accept the consignment from the Delivery Service. This does not affect the Buyer's rights arising from liability for defects of the goods and other rights of the Buyer arising from generally binding legislation.
- 9.5.** Other rights and duties of the parties related to shipping of the Goods may be regulated by additional delivery terms of the Delivery Service, where applicable.

10. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

- 10.1.** The rights and obligations of the Parties regarding the rights arising from defective performance are governed by the relevant generally binding legislation (especially the provisions of S. 1914 to 1925, S. 2099 to 2117 and S. 2161 to 2174 of the Civil Code and Act No. 634/1992 Sb., regulating consumer protection, as amended).
- 10.2.** The Company guarantees to the User that Goods and Services are free of defects at the point of their delivery or performance. Namely, the Company guarantees to the User that at the point of receiving the Goods and Services by the Buyer:
- (a) the Goods and Services have properties agreed by the parties, or, where there is no such agreement, that they have properties described by the Company or the manufacturer or expected by the Users with the view of nature of the Goods or Services and based on the Company's advertising,
 - (b) the Goods or Services are fit for the purpose indicated by the Company or for which such Goods or Services are generally used,
 - (c) the Goods are of corresponding quantity, measure or weight, and the Service is of adequate scope and
 - (d) the Goods or Services comply with statutory requirements.
- 10.3.** If the defect becomes apparent within six months of receipt, it is considered that the Goods were defective at the time of receipt.
- 10.4.** The Company has obligations from defective performance of the Goods at least to the extent of surviving obligations from defective performance of the manufacturer. The User may otherwise exercise the right arising from a defect that occurs in consumer goods within twenty-four months of receipt. If the period for which the Goods can be used is indicated on the Goods, on their packaging, in the instructions attached to the Goods or in advertising in accordance with other legal regulations, the provisions on the quality guarantee shall apply. By guaranteeing quality, the Company undertakes that the Goods will be suitable for the usual purpose for a certain period or that they will retain their usual properties. If the User has legitimately claimed the defect of the Goods with the Company, the period for exercising the rights from the defective performance or the warranty period does not run for the period during which the User cannot use the defective Goods.
- 10.5.** Provisions of S. 10.4 of the Terms and Conditions do not apply to Goods or Services sold at a lower price due to a defect for which the lower price was agreed, to wear and tear caused by common use, for used Goods for defects corresponding with the degree of use or wear and tear which the Goods had prior to receipt by the Users, or where it is determined by the Goods' nature. The User does not have the right arising from defective performance if the User knew before receiving the Goods or Services that the Goods or Services had a defect, or if the User themselves caused the defect.
- 10.6.** The rights arising from liability for defects of the Goods or Services must be exercised vis-à-vis the Company. However, if another person – located closer to the Company's place or the User's

place – is designated for repair in the confirmation issued by the Company regarding the scope of rights from liability for defects (in the sense of the provisions of S. 2166 of the Civil Code), the User must exercise the right to repair with the person designated for performing such repair. Except in cases where a different person is designated to carry out the repair according to the previous sentence, the Company is obliged to accept complaints in any establishment where acceptance of complaints is possible with respect to the range of Goods sold or Services provided, or at the Company's registered office or place of business. The Company is obliged to issue a written confirmation to the User about when the User exercised the right, what the content of the complaint was and what method of handling the complaint the User required; and a confirmation of the date and manner of handling the complaint, including a confirmation of the repair and its duration, or a written reasoning for rejecting the complaint. This obligation also applies to other persons designated by the Company to perform the repair.

- 10.7.** The User may specifically exercise the rights arising from the liability for defects of the goods, especially in person, at Zdibská 1066, 250 65 Líbeznice, by phone at +420 736 765 887 or by e-mail at info@onlinetestovani.cz.
- 10.8.** The User must inform the Company of the selected right, doing so simultaneously with claiming the defect, or without undue delay after having claimed the defect. The User cannot change the selected choice without the consent of the Company; this does not apply if the User has requested the correction of a defect which proves to be irreparable.
- 10.9.** If the Goods or a Service do not have the properties specified in S. 10.2 of the Terms and Conditions, the User may also request the supply of new Goods or a Service free from defects, unless this is unreasonable due to the nature of the defect; if the defect concerns only a part of the Goods or a part of the Service, the User may only request a replacement of the relevant part of the Goods or the Service; if this is not possible, they may withdraw from the Service Agreement or the Purchase Agreement. However, if it is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the User has the right to free removal of the defect. The User is entitled to the supply of new Goods or a Service, or to replacement of their part, even if the defect can be removed, provided that the User cannot use the Goods or the Service properly due to the repeated occurrence of the defect after the repair or due to a larger number of defects. In such a case, the User may also withdraw from the Service Agreement or the Purchase Agreement. If the User does not withdraw from the Service Agreement or the Purchase Agreement or does not exercise the right to the supply of new Goods or Services free from defects, the right to replacement of components or to repairing of the Goods, a reasonable discount may be requested. The User is entitled to a reasonable discount also if the Company cannot deliver new Goods or Services free from defects, replace their part or repair the Goods, as well as if the Company does not provide a remedy within a reasonable period or if arranging a remedy would cause significant difficulties to the User.
- 10.10.** If a person has a right according to S. 1923 of the Civil Code, they are also entitled to reimbursement of costs expediently incurred in exercising this right. However, if the right for reimbursement is not exercised within one month from expiration of the period during which the defect must be claimed, the courts will not grant such right if the Company objects that the right to reimbursement was not exercised in time.
- 10.11.** Further rights and obligations of the Parties related to the Seller's liability for defects may be regulated by the Seller's warranty rules.

11. APPLICABLE LAW AND JURISDICTION

- 11.1.** The legal relationship between the Parties is governed by the law of the Czech Republic.
- 11.2.** Czech courts have exclusive jurisdiction to hear disputes between the Parties, and such disputes shall be heard by the general court having local jurisdiction over the Company or the Regional Court in whose district the Company's general court is situated.
- 11.3.** The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00

Prague 2, Commercial Register number (IČO number): 000 20 869, Internet address: <https://adr.coi.cz/cs>, has jurisdiction over the out-of-court settlement of consumer disputes arising from the Purchase Agreement. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes arising from the Purchase Agreement between the Company and Buyers who are consumers.

- 11.4. The European Consumer Center in the Czech Republic (*Evropské spotřebitelské centrum Česká republika*), with its registered office at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotrebitel.cz>, is a contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online resolution of consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (the Regulation on online consumer dispute resolution).
- 11.5. The Company is a holder of a trade licence which authorizes it to sell the Goods and provide the Services. The relevant Business Licensing Authority conducts checks of business licensing requirements. The Office for Personal Data Protection performs supervision of personal data protection. To a limited extent, the Czech Trade Inspection Authority also supervises compliance with Act No. 634/1992 Sb., regulating consumer protection, as amended.

12. FINAL PROVISIONS

- 12.1. The Company is not responsible for the proper execution or accuracy of the SARS-CoV2 virus test results performed through the Web Platform. The company only provides the technical means for administering such tests. Proper execution of tests and evaluation of their results as well as recording test results on the Web Platform is fully the responsibility of the User or the Healthcare Professional.
- 12.2. These Terms and Conditions also include the Privacy Policy which describes the exact scope and manner of personal data processing as well as instructions on the rights of entities within the meaning of Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of individuals 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). This Privacy Policy is available on the Web Platform.
- 12.3. The Company may amend or supplement the text of these Terms and Conditions, their annexes, as well as other contractual terms and conditions forming a part of the Service Agreement or the Purchase Agreement, to a reasonable extent, if a reasonable need for such changes arises. In such a case, the Company must notify the User of the effective date of the new wording of the conditions affected by the change and sufficiently before their effective date, not later than eight (8) working days in advance, and such new conditions affected by the change must be communicated the User in an appropriate manner (particularly, but not exclusively, by email or through the Web Platform).
- 12.4. If the User does not agree with the conditions announced by the Company in accordance with S.12.3 of the Terms and Conditions, the User may terminate the Service Agreement by delivering a notice to the Company no later than ten (10) days from the date when the User was notified of the change. In such a case, the Service Agreement will be terminated on the effective date of the new conditions affected by the change, or on the date of delivery of the User's notice, whichever occurs later.
- 12.5. These Terms and Conditions are valid and effective from 15 July 2021.

Doktor na telefonu s.r.o.

NOTICE OF WITHDRAWAL FROM THE AGREEMENT (TEMPLATE)

Fill out this form and send it to **Doktor na telefonu s.r.o.** only if you wish to withdraw from the Agreement. This form is for consumers only.

Notice of withdrawal from the Agreement within 14 days of its conclusion

Addressee: Doktor na telefonu s.r.o., with its registered address at Betlémské náměstí 351/6, 110 00 Prague 1, e-mail: eshop@onlinetestovani.cz, correspondence address: Zdibská 1066, 250 65 Libeznice

This is to inform you of my withdrawal from the Agreement:

Document number:

.....

Order number:

.....

Order date (*) / date of receipt (*):

.....

Your data:

Name and surname:

.....

Address:

.....

Tel.:

.....

Email:

.....

Date:

Signature (only if this form is delivered in hard copy):

.....

A buyer who is a consumer may withdraw from an effectively concluded purchase agreement within 14 days from receiving the goods without specifying the reason for doing so and not subject to any penalty if the goods were ordered through the e-shop operated by **Doktor na telefonu s.r.o.** (“Company”) or another means of remote communication, except for cases specified in S. 1837 of Act No. 89/2012 Sb., Civil Code. Such withdrawal must be communicated by the Buyer to the Company in writing, to the address of the Company's establishment or sent electronically to the e-mail address specified in the sample withdrawal form.

If a buyer, who is a consumer, withdraws from the purchase agreement, the goods received from the Company must be returned without undue delay, no later than within 14 days from withdrawal.

If a buyer, who is a consumer, withdraws from the purchase agreement, the Company must return all funds received from the buyer based on the purchase agreement (the purchase price of the goods), including shipping costs, to the buyer without undue delay, no later than 14 days from withdrawal. If the buyer has chosen other than the cheapest method of delivery of goods offered by the Company, the Company will reimburse the shipping cost of goods only in the amount corresponding to the cheapest shipping method it had offered. The Company is not obliged to return the funds received from the buyer sooner than the buyer returns the goods or proves the goods have been dispatched back to the Company.