

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. These General Terms and Conditions (these "GTC") together with the agreement for provision of services (collectively, the "Agreement") between Cerad s.r.o. IČO: 05464889, with its registered office at Doudova 545/9, Podolí, 147 00 Prague 4, Czechia, as service provider (the "Provider"), and the individual client, as client party (the "Client"), govern the contractual rights and responsibilities of the aforementioned contracting parties (hereinafter, each a "party" and, collectively, the "parties"). The Agreement sets forth the basis on which the Provider provides to the Client selected services in the field of health and relaxation, such as psychological counseling, diagnostics, detoxification, psychotherapeutic and addictology care, counseling and consulting activities (the "Services") in the form of individual or group consultations (collectively, "Consultations").
- 1.2. The subject of the Agreement is the Provider's obligation to provide the Client with the Services consisting in the provision of individual or group therapeutic work and the Client's obligation to pay the Provider the price for the Services agreed by the parties.
- 1.3. These GTC become an integral part of the Agreement (and other any agreement for Services) concluded between the parties and determine and supplement certain parts of its content, unless expressly agreed otherwise between the parties.
- 1.4. THE PROVIDER DECLARES THAT IT IS NOT, AND DOES NOT HOLD ITSELF OUT TO BE, A MEDICAL FACILITY, AND DOES NOT PROVIDE ANY FORM OF HEALTH SERVICES OR HEALTH CARE THROUGH ITS CONSULTATIONS, FOR THE PURPOSES OF ACT NO. 372/2011 COLL., ON HEALTH SERVICES AND CONDITIONS FOR THEIR PROVISION (THE HEALTH SERVICES ACT), AS AMENDED.

2. CONTACT DETAILS OF PROVIDER

- 2.1. The Provider's contact details are as follows:

CERAD s.r.o.
Doudova 545/9
147 00 Praha 4

Telephone no.: +420 770 143 385
E-mail: recepce@neocentrum.cz
Website: <https://neocentrum.cz>

3. TERMS OF SERVICE

- 3.1. The services are provided in the premises of the Provider's relaxation center at the address: Voctářova 2436 / 3a, 180 00 Prague 8 - Palmovka (hereinafter referred to as the "Center").
- 3.2. The Provider and the Client have agreed to conclude the Agreement after a preliminary individual consultation and informing the Client about the conditions and price of the

Consultation(s). The conditions and price of Services (Consultations) were determined by agreement of the parties on the basis of the Provider's price list available directly in the Center and published on the Provider's website under the "Pricing" tab at <https://neocentrum.cz/en/home-page/>.

- 3.3. The parties are obliged to provide each other with all relevant information related to the subject of the Contract and necessary for its proper performance. The Client is further obliged to provide the Provider with the co-operation necessary for the performance of the Agreement (provision of the Consultation(s) and the achievement of its purpose, in particular to provide, upon request, necessary information or documents.

- 3.4. The purpose of the Services provided is to improve the Client's health and mental condition. The Client expressly acknowledges and affirms that the results of the Consultation depend primarily on the Client's own motivation that is necessary to improve their health and mental condition and to advance their personal development. The Provider is not responsible for the results of the Consultations, only for their proper provision.

- 3.5. The Provider undertakes to ensure the proper and timely provision of the Services in accordance with this Agreement through its associates or employees (each a "Therapist"). The Provider will provide the Services in good faith and with professional care in the best interests of the Client.

- 3.6. In the event of a serious disruption of the Consultation due to the Client's rude or inappropriate actions (especially the use of vulgarities, hate speech, consumption of alcoholic beverages, participation in the Consultation under the influence of addictive substances, etc.), the Therapist is entitled to terminate the Consultation immediately; in such case, the Client is not entitled to any (not even proportional) price reimbursement for the unused time of the Consultation.

- 3.7. The parties agree that if the Client does not cancel a scheduled Consultation at least 24 hours before the agreed date and time of the Consultation, the Client is required to pay the Provider the amount corresponding to the agreed price for the Services, i.e., as if the Client had participated in the Consultation. See the "Pricing" tab at <https://neocentrum.cz/en/home-page/>.

4. CONFIDENTIALITY AND DATA PRIVACY

- 4.1. All information provided by the Client to the Therapist during a Consultation will be considered confidential. The Provider will not be entitled to disclose such information to third parties without the express consent of the Client, except as may be required for compliance with the obligations of the Therapist with applicable laws and regulations. The Client hereby consents and permits the Therapist (but the Therapist is not required) to disclose, as part of providing quality services, the content of the Consultations when conferring with other professional staff members of the Provider.

- 4.2. For the purpose of concluding and performing the Agreement, the Provider processes personal data about the Client as a controller, exclusively in accordance with 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), and in accordance with other related generally binding legislation. Information on the processing of personal data is available to the Client directly in the Center and on the Provider's website www.neocentrum.cz. The Client hereby declares that he has read this information in detail before concluding the Agreement.

- 4.3. The Provider undertakes to maintain the confidentiality of all personal data concerning the Client which it processes or has learned about in connection with the provision of the Services, and further undertakes not to disclose, or allow access to, such personal data to third parties, or to use such personal data for its own benefit or for the benefit of third parties, save as expressly stipulated otherwise in the Agreement (including these GTC) or as stipulated according to the Provider's policy regarding the processing of personal data, which has been communicated to the Client by the Provider and which the Client has thoroughly become acquainted.
- 4.4. The Client undertakes in all circumstances to maintain the confidentiality of information relating to the Provider disclosed in confidence and not to disclose such information to any third party, including, for avoidance of doubt, the terms of the Agreement.

5. OTHER PROVISIONS

- 5.1. The contractual relationship stipulated by the Agreement (including these GTC) is governed by the laws of the Czech Republic even if and to the extent that the parties' relationship contains an international (foreign) element. As a result, the Client, as a consumer, is not deprived of the protections afforded to consumers under mandatory law, which cannot be derogated from by contract and which would otherwise apply in the absence of a choice-of-law clause pursuant to Article 6 (1) of the Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
- 5.2. The general courts of the Czech Republic have jurisdiction to resolve disputes between the parties.
- 5.3. If any provision of these GTC is or becomes invalid or ineffective, the invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.