

# **General Terms and Conditions**

## **Neurorehabilitation clinic AXON**

### **1. Introductory provisions**

1.1 Company Two steps ahead sro, Identification number: 01970801, Mattioliho 3271/2, Prague 10, postcode 106 00 is a provider of health services and operator of a registered medical institution of Neurorehabilitační klinika AXON, hereinafter referred to as "Clinic", in which it provides clients according to the decision of the Regional Authority of the Central Bohemian Region Of ....., no. .... health services in the field of physiotherapy.

1.2 The clinic provides health services in the field of physiotherapy in the form of outpatient treatment of children and adults affected by cerebral palsy, brain tumor or other neuromuscular deficits, "Client", "therapy" or "rehabilitation care".

1.3 The General Terms and Conditions, hereinafter referred to as the "GTC", apply to the Clinic Clients and apply to rehabilitation care and all therapies provided by the Clinic.

### **2. Client's registration for rehabilitation care**

2.1 The client is obliged to apply for rehabilitation care, respectively. A specific type of therapy after submitting a completed and signed application form (at [www.neuroaxon.cz](http://www.neuroaxon.cz)) and at the same time after payment of a deposit of 25% of the total price of the chosen therapy.

2.2 By signing the application, the client confirms that he / she has become acquainted with these GTC and will follow them.

2.3. The client shall state in the application the current and valid data, including information about his / her state of health, shall submit the latest current medical reports from the healthcare provider specializing in the treatment of the locomotor system or extract from the physician's medical file or other documentation of his / her state of health, In a written or electronic form in pdf format, on CD, USB, RTG, MRI, etc. By submitting a complete documentation related to the health condition of the Client and for the purpose of the planned therapy, the Client will ensure a faster and optimal assessment of the appropriate type of therapy, Doctor of Clinics with Therapy.

2.4 The clinic may make its own diagnosis if the lead doctor of the Clinic considers it appropriate, especially in the case of insufficiently documented health condition of the Client, insufficient information, absence of medical documentation and the like. Such a decision belongs to the head physician of the Clinic.

2.5 The Head Physician of the Clinic has the right to decide to refuse to provide rehabilitation care to the Client if, despite the necessary efforts, he can not obtain sufficient data on the Client's health condition or to make his own diagnosis of the Client. Client, or if other important medical reasons prevent rehabilitation.

### **3. Rehabilitation care price, payment terms**

3.1 The price of rehabilitation care, individual therapies, packages of services, and the "price" provided by the Clinic is stipulated in the valid price list of the Clinic published on the website [www.neuroaxon.cz](http://www.neuroaxon.cz).

3.2 The price change is effective from the first day following the publication of the new price list on the website [www.neuroaxon.cz](http://www.neuroaxon.cz).

3.3 The price is binding between the Client and the Clinic in accordance with the price list valid on the date of delivery of the completed and signed application form of the Clinic.

3.4 The client is subject to a regular tax document - an advance invoice amounting to at least 25% of the total price of the therapy according to the pricelist. The client is only binding for the provision of therapy after payment of this deposit. The Client's Clinic will immediately inform the Client about the receipt of the payment on the email in the application form.

3.5 A regular tax invoice - a clearing invoice, which the Client is obliged to pay at the time of payment of 10 days from the issuance of the invoice, but not later than five (5) calendar days before the scheduled date of commencement of the therapy, shall be issued to the 75% of the total price of the therapy unless he / Clinics agreed otherwise in writing or if the Client has entered the Transparent Account Program (Article 4 of the GBT).

3.6 The clinic is not a taxpayer of value added tax for rehabilitation care provided.

3.7 The invoice is sent to the Client electronically in the pdf format on the day of issue. To the email address given in the application form. The clinic does not send to the clients tax documents in printed form through a postal service provider or a courier. The electronic mail - the email is considered to be delivered the next calendar day after sending the message from the Clinic email address.

3.8 The Client duly fulfills a cash liability to the Clinic when the non-cash payment is credited to the clinic's bank account. The clinic does not accept payments in cash or through the payment card terminal at the Clinic.

#### **4. The "Transparent Account"**

4.1 The client can log in to the program organized by the Clinic under the name "Transparent account", hereinafter "the program", through the application form for rehabilitation care.

4.2 Client's entry into the Program is voluntary, unlimited and free of charge.

4.3 By entering the program, the client gains the benefit of public support and the opportunity to obtain funds for his rehabilitation care provided by the Clinic in the form of donations from donors who provide a financial donation to the Client through a transparent account.

4.4 Transparent account funds individually designated for a particular Client are intended exclusively to cover the rehabilitation costs of this Client provided by the Clinic.

4.5 The Client may terminate its participation in the Program at any time by electronic notification of the Clinic (email). The clinic will terminate the Client's participation in the Program no later than three days after delivery of the Client's notice.

4.6 By submitting an application for the program, the Clinic grants the consent to the publication of the basic personal data (name, surname, age) and the necessary information about its person, especially about the state of health and the type of therapy needed and the purpose of the rehabilitation care. The Client further agrees to acquire his / her portrait for the photographic documentation made by the Clinic and to publish the photographs for the duration of the Client's participation in the program on the website [www.neuroaxon.cz](http://www.neuroaxon.cz).

4.7 The photographer will be captured with respect to his / her health restrictions and not in a manner that reduces his / her dignity.

4.8 If, for any reason, the Client does not consume all the funds obtained, the Management of the Clinic will decide which funds will be reallocated to the Clients registered in the Program.

#### **5. Discontinuation of treatment, discontinuation of therapy, cancellation conditions**

5.1 If the Client cancels the entire therapy:

5.1.1 more than 30 days prior to the commencement of therapy, the Clinic and the Client agree to reimburse 100% of the cost of the therapy or to provide substitute therapy to the same extent on a substitute date and at the same price;

5.1.2 less than 30 days before the start of therapy, the Client will be charged a cancellation fee of 25% of the total cost of therapy;

5.1.3 less than 30 days before the date of commencement of disease therapy of the Client, as evidenced by a medical certificate, the Clinic will provide the Client with substitute therapy to the same extent within the same deadline and for the same price; If the Client does not agree with the provision of the substitute performance for any reason or does not agree with the Clinic on a substitute date, the procedure according to paragraph 5.1.2 of the GBC shall apply;

5.2 If the Client interrupts the rehabilitation care process or does not appear on the agreed term for therapy, the following applies:

5.2.1 If the Client is ill and is unable to continue in rehabilitation care and misses the scheduled term of therapy, the Client is obliged to prove (excuse) the illness with a medical certificate or a similar document issued by the physician without undue delay.

5.2.2 In the cases referred to in the preceding paragraph, the Clinic will offer to the Client, for each missed term of therapy, two alternative substitute terms within two months following the date of termination of the patient's illness which was the reason for missed therapy. After the expiration of the two-month period and if the Client does not use any substitute performance for any reason whatsoever, the Client's entitlement to compensate for missed therapy shall be forfeited, which in such case shall be considered as completed;

5.2.3 The Clinic does not guarantee that the same physiotherapist will be treated by the Client in the provision of substitute performance according to section 5.2.2;

5.2.4 If the Client is unable to arrive at the agreed term for therapy, he is obliged to apologize by telephone at the clinic's reception desk during normal working hours at least 24 hours before the agreed date. In the case of unapproved therapy or therapy excused within less than 24 hours, the Client's entitlement to reimbursement, as well as the refund of the price paid for the unused part of the therapy, shall be counted as completed;

5.2.5 if the Client does not prove the illness according to paragraph 5.2.1 or the missed agreed term of therapy for any reason other than due to illness, the Client's entitlement to the substitute performance as well as the refund of the paid price for the missed therapy shall expire; Therapy will be counted as passed.

## **6. Rehabilitation treatment**

6.1 The Clinic undertakes to provide the Client with due reliance on rehabilitation care in its full form or according to an individual rehabilitation plan approved in advance by the Client.

6.2 The Clinic and the Client agree that the presence of a parent, legal guardian or escort of a patient during rehabilitation treatment depends on an agreement with the physiotherapist. The physiotherapist, under the authority of the lead physician, has the right to refuse the presence of a parent, legal guardian or patient during the course of therapy.

6.3 The Clinic reserves the right not to provide rehabilitation care or to terminate it prematurely without the right to a refund in the cases specified in these GBC and in the following cases:

6.3.1 The Client has not met the payment terms specified in Article 3 of the GBC;

6.3.2 The client has concealed potential infectious diseases, other serious health problems;

6.3.3 The Client has provided false, incomplete, obsolete data (section 2.3 of the GTC) in the application;

6.3.4 The client did not provide important information about his / her state of health in the application;

6.3.5 The Client or his / her companion repeatedly fails to comply with the other obligations and obligations set forth in these GBCs, even if they have been notified by the management of the Clinic at least once in writing about their breach and have not remedied their actions within a reasonable time.

6.3.6

6.4 The Clinic reserves the right to terminate therapy early if the Client becomes ill during the course of therapy to such an extent that he will not be able to demonstrate conclusively the therapy even under substitute performance at a different time. In such a case, the CLIENT shall return to the Client a pro rata part of the price for unused therapies, but not more than 50% of the total price of therapy, within 30 days of delivery of the decision of the Clinic to the Client to terminate rehabilitation care. The payment will be made by wire transfer to the Client's bank account, which will be communicated to the Client by the Clinic.

6.5 The Clinic reserves the right to rehabilitate the Client at any time for organizational, operational or other reasons. In such a case, the Clinic will return to the Client a pro-rata portion of the price paid for unused therapies, within 30 days of termination of the rehabilitation treatment. The payment will be made by wire transfer to the Client's bank account, which will be communicated to the Client by the Clinic.

6.6 The client may not have contracted public health insurance for the period of rehabilitation care.

## **7. Obligations of the Client**

7.1 The Client shall:

A) to become acquainted with the conditions of rehabilitation care according to these GTC; By signing the application for therapy, the Client understands and agrees to provide rehabilitation care in accordance with these GBCs;

B) All data and information that the Client shall provide in the application must be up to date, true, complete; The same applies in the case of communication of other data or any changes in data during the provision of rehabilitation care;

C) to pay the Clinic a duly and reimbursed price for rehabilitation care;

D) to cooperate actively with the Clinic during rehabilitation care, in particular to inform the physiotherapist or head physician about new information, changes in their state of health before starting therapy or at any time during therapy;

E) follow the guidelines and recommendations of the therapist and clinician physician regarding the provision of rehabilitation care;

F) to respect the instructions of the staff of the Clinic during the stay and movement in the clinics in connection with the operation of the Clinic, prevention of the safety of persons and fire protection;

G) to arrive in time, no later than 10 minutes before the start of therapy, so that the Client can report at the reception and prepare for therapy (eg dressing up in training clothes, preparation of children's clients) in order to avoid delays in the daily schedule of the Clinic's activity; Other Clients and their rights under GTC;

H) to abide by the ban on smoking and open fire in the Clinic's premises, in the adjacent areas in front of the Clinic's premises, the parking area, the inner courtyard;

I) to maintain cleanliness in the Clinic's premises, in the adjacent areas in front of the Clinic's premises, the parking area, the inner courtyard;

J) Clients with limited legal capacity, minors Clients, children of toddlers and pre-school age, clients with limited physical mobility, speech disorders, visual impairment and the like, who are unable to take care of themselves in normal personal matters such as getting out of the car , Relocation to a wheelchair, separate movement in the premises of clinics, clothing, footwear, hygiene, toilet, beverage and food, repackaging, feeding, communication, etc., can undergo the therapy on condition of permanent escort, The presence of a legal guardian or other accompanying adult who must be present at the Clinic for the duration of therapy and provide on-site personal needs of the Client upon request or according to the instructions of the physiotherapist. The employees of the Clinic do not provide the above mentioned services to the Clients.

## **8. Client's Rights**

8.1 The Client is entitled to:

(A) be sufficiently and fully informed about rehabilitation care, in particular on the extent, timing and cost, the way of providing rehabilitation care, risks;

B) to provide proper and paid rehabilitation care;

C) inspect the medical records kept by the Clinic about his / her person;

(D) to provide information on their state of health, to ask additional questions about the rehabilitation care provided;

E) require proper reimbursement of rehabilitation care provided;

F) to refuse the presence of persons who are not directly involved in the provision of rehabilitation care and to persons preparing for the occupation of a healthcare professional,

G) terminate rehabilitation care at any time;

H) for serious medical reasons or for personal reasons (both must be documented) change / postpone up to one of the starting dates for starting rehabilitation care;

I) decent and decent treatment by the staff of the Clinic;

J) claim defects in the provided rehabilitation care;

K) in the case of a minor Client or the Client restricted in legal capacity, the right to health information and the right to ask questions belongs to the legal representative of the Client and the Client. The client provides information and answers to questions in a way that reflects his intellectual maturity and the current ability to understand the information. To a younger client aged over 14, information and answers to supplementary questions will be provided in full, except when the Client is unable to understand to a sufficient extent the meaning and nature of the rehabilitation care provided and its impact on his / her health and life; In this case, proceed according to the previous sentence.

### **9. Obtaining of the Client's portraits and audiovisual records**

9.1 Making your own photos and audiovisual recording from therapy is not allowed to the Clients. The taking of photos from the therapy is allowed to the Clients after the express consent of the attending physiotherapist. In exceptional cases, the acquisition of an audiovisual record may be authorized with the consent of the Head Physician of the Clinic.

9.2 Clients are prohibited from taking pictures and audiovisual records of other Clients and persons residing in the premises of the Clinic, including the staff of the Clinic.

9.3 The clinic has the right to take photographs and audiovisual recording during therapy. This record may only be used by the Clinic for the needs of the Client's therapy and for its own statistical, research and scientific purposes.

9.4 Photographs and audiovisual recordings may be published or transmitted to third parties only with the explicit consent of the Client, with the exception of the use for scientific publications, teaching and professional lectures of the Clinic.

9.5 The client will not be captured in a photograph or audiovisual record in situations diminishing his / her dignity.

### **10. Protection of Personal and Other Data of Clients**

10.1 All personal data, information about Clients, and information provided by the Clinic Client or the Clinic about the Client during the provision of rehabilitation care are protected by law.

10.2 The Clinic administers and treats Client data as a provider of health services properly and only to the extent permitted by Act No. 372/2001 Coll., On Health Services, as amended; Act No. 101/2000 Coll., On the Protection of Personal Data, as amended, and Act No. 89/2014 Coll., The Civil Code, as amended.

### **11. Complaint procedure**

11.1 In the event that the Clinic does not provide the Client with agreed and paid rehabilitation care in full extent and quality, the Client shall be entitled to a claim.

11.2 Complaints shall be submitted personally to the Clinic or in writing, immediately and without undue delay after the Client has discovered or could have detected a breach of the Clinic's obligations, but no later than within 30 days of the occurrence of the cause of the complaint.

11.3 The clinic will handle the claim in writing within 30 calendar days of the claim, in exceptional cases (eg the complexity of the case), the Clinic may extend the time limit for up to 60 days, informing the Client in writing.

11.4 In order to handle a complaint properly, the Client is obliged to provide the Clinic with co-operation, eg to allow a visit to the Client at the place of work or residence in the presence of a physiotherapist or head physician of the Clinic and a representative of the Clinic during the duration of the complaints; If the Client refuses the necessary cooperation, the claim will be rejected without further action.

11.5 If the claim is found to be justified, the Client has the right to a refund of the claimed rehabilitation care or unused services. Compensation for damages and non-pecuniary damage are governed by the relevant provisions of the Civil Code.

11.6 The Clinic shall not be liable to the Client for any direct or indirect damage or damage to the Client arising from:

11.6.1 in connection with the use of rehabilitation care in providing outdated, invalid, outdated, incorrect, inaccurate, incomplete information about the Client when applying for therapy or before commencement of therapy, or at any time during the rehabilitation treatment;

11.6.2 in connection with the Customer's own fault, disregarding the instructions and recommendations of the Physiotherapist or Chief Physician during Rehabilitation Care, or between Term of Individual Therapies.

## **12. Final Provisions**

12.1 Communication between the Clinic and the Client takes place personally, electronically (by email) or by telephone at the clinic's reception, or by the physiotherapist's mobile phones or the clinician's leading physician. Communication by the Clinic in relation to one or more Clients can be realized by the Clinic through a communication form [www.neuroaxon.cz](http://www.neuroaxon.cz). When using electronic communication by e-mail, the written form is presumed to be preserved.

12.2 The Clinic reserves the right to change these GBCs, especially for reasons of current legislation. Any changes to these GBCs will take effect from the date specified by the Clinic. The client's continued consent to the Client's consent is also considered after the effective date of the change of these GBCs.

12.3 If the Client does not agree with the changes to the GTC, he is obliged to refrain from using the rehabilitation care after the date of the change of the GTC. If the Client does not agree with the change of the GTC, he is entitled to terminate the rehabilitation care

12.4 Choice of law. Any legal relationships arising between or in the future between the Clinic and the Client shall be governed by the laws of the Czech Republic.

12.5 All disputes between the Clinic and the Client arising in connection with the provision of rehabilitation care shall be settled primarily by conciliation and out-of-court settlements; If this is not possible, then in civil proceedings before the General Courts of the Czech Republic.

12.6 These GBCs are in Czech and English, the Czech version being decisive in the interpretation of these GTC. In case of explanatory ambiguity

MUDr. Jarmila Zipserová v.r.

Executive

Two steps ahead s.r.o.