
General Terms and Conditions of the Hilbi Platform (for Clients)

I.

General part of the GTC

1. Introductory provisions

- 1.1. Hilbi Health s.r.o., Company ID: 51 031 060, Tax ID: 212 058 0033, VAT No.: SK212 058 0033, with its registered office at A. Dubčeka 3558/78, Holíč 908 51, Slovakia, registered in the Commercial Register kept by District Court Trnava, section: Sro, insert number: 40665/T [(hereinafter referred to as the "**Company**")], contact email: info@hilbi.com, contact telephone number: +421 911 413 010, owns and manages websites, applications and other platforms available at <https://hilbi.com/> (collectively referred to as the "**Hilbi Platform**"), on which it provides the following services:
- 1.1.1. **Digital marketplace service** - where the Company acts as the administrator of an online marketplace on which it enables Clients and Partners to conclude a contract for the provision of services (hereinafter referred to as the "**Service Agreement**") The services provided under the Service Agreement are provided exclusively by the Partner directly to the Client, and the Company is not a party to them and therefore cannot be considered a healthcare provider in this context (hereinafter referred to as "**Hosting**"),
 - 1.1.2. **Digital reception services** - which the Company provides to the Client in connection with the provision of healthcare to the Client by the Partner, supplementary to a separate legal relationship (provision of healthcare). Digital reception services do not constitute the provision of healthcare, but optional, paid, above-standard services aimed at ensuring that the provision of healthcare to Partners is as efficient, comfortable, and time-saving as possible for Clients, with an emphasis on the use of modern technologies and a personalized approach (hereinafter referred to as "**Digital Reception Services**"),
 - 1.1.3. Other services of the Company available on the Hilbi Platform, including the Hilbi Platform, enabling, for example, coordination, transactions, and data sharing between the Client and the Partner (collectively, the "**Services**").
- 1.2. The Client is a natural person, not an entrepreneur, who is interested in using the Services provided by the Company through the Hilbi Platform and who, by using the Hilbi Platform and accepting the Services, has accepted these Terms and Conditions when ordering the Service, registering the Client Account on the Hilbi Platform, or changing them in accordance with the Terms and Conditions (hereinafter referred to as the "**Client**"). If the Client is a minor, their legal representative acts on their behalf (the Client and the Company are hereinafter also referred to as the "**Contracting Parties**").
- 1.3. A Partner is a legal entity or a natural person - an entrepreneur who acts within the scope of their business activities and performs a qualified occupation or profession in the field of health and wellbeing, and the performance of this activity requires compliance with the relevant legal, professional or regulatory requirements, including any authorization or

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- permit issued by the relevant authority in accordance with the legal regulations applicable in the place of their business (hereinafter referred to as the “**Partner**”).
- 1.4. These Terms and Conditions of Service provision govern the mutual rights and obligations between the Company and the Client in relation to the provision of Services (hereinafter referred to as the “**GTC**”). The GTC are legally binding and constitute the entire agreement between the Contracting Parties on their content. Given the diverse nature of the Services that the Company provides to the Client on the basis of these GTC, these GTC are divided into:
- 1.4.1. the general part, which applies to and governs all relations between the Parties under these GTC (hereinafter referred to as the “**General Part of the GTC**”) and
 - 1.4.2. terms and conditions for the Hosting service, which, together with the General Part of the GTC, regulate the relationship of the Contracting Parties when providing Hosting and do not apply to the relationship of the Contracting Parties when providing Digital Reception Services or other services provided on the Hilbi Platform (hereinafter referred to as the “**GTC for Hosting**”), the Hosting GTC are set out in Part II of these GTC.
 - 1.4.3. the terms and conditions for the Digital Reception Services, which together with the General Part of the GTC regulate the relationship of the Contracting Parties when providing the Digital Reception Service and do not apply to the relationship of the Contracting Parties when providing Hosting or other services provided on the Hilbi Platform (hereinafter referred to as the “**GTC for Digital Reception**”). The Digital Reception GTC are set out in Part III of these GTC.
 - 1.4.4. The General Part of the GTC comprises all provisions of these GTC that are not set out in Parts II and III of these GTC. In the event of a conflict between the General Part of the GTC and the parts of the GTC for specific services, the provision that is more favourable to the Client who is a consumer shall prevail.
- 1.5. The Services are in the nature of digital services provided electronically.
- 1.6. If the Client is in a contractual relationship as a consumer under the laws applicable at their place of habitual residence or registered office, nothing in these GTC limits or excludes any rights to which they are entitled as a consumer under the relevant legislation.
- 1.7. Local differences and specificities of individual jurisdictions in which the Services are provided may be reflected in local terms and conditions (hereinafter referred to as “**LTC**”). The provisions of the LTC shall prevail over the provisions contained in these GTC and, to the extent that the provisions overlap, shall replace them. Relationships not governed by the LTC shall be governed by these GTC and the relevant generally binding regulations.
- 2. Subject of the agreement**
- 2.1. Based on these GTC, the Company undertakes to provide the Client with Services to the extent to which these Services are offered on the Hilbi Platform, while their description and scope may change over time according to the current offer offered on the Hilbi Platform (however, these changes will not affect the scope of Services that have already been paid for by the Client).
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- 2.2. To receive selected Services, it is necessary to create a one-time registration account for the Client (hereinafter referred to as the “**Account**”) and meet the conditions arising from these GTC (in particular, filling out the order form in relation to a specific Service offered on the Hilbi Platform). The Account is a part of the interface of the Hilbi Platform mobile application, which is accessible only to the Client. Depending on their nature, the use of the Hilbi Platform and the receipt of Services may be possible without creating an Account (so-called “**Lead**”), provided that the Client accepts these GTC.
- 2.3. The process of creating an Account or Lead also requires acceptance of these GTC. At the moment when the Client receives the Company's confirmation of acceptance of the Client's proposal to conclude an agreement in accordance with these GTC in electronic form (by e-mail), an agreement for the provision of Services in accordance with these GTC (hereinafter referred to as the “**Agreement**”) is concluded between the Company and the Client. Depending on their nature, the use of partial Services and functionalities of the Hilbi Platform may be possible without registering an Account through an order. In such a case, the Agreement is concluded upon delivery of confirmation from the Company and is governed by these GTC.
- 2.4. The GTC, LTC, Price List, Privacy Policy and Consent to Data Processing, if required by applicable legal regulations, are an integral part of the Agreement.

3. Rights and obligations

- 3.1. The Company undertakes to provide the Services after meeting the specified conditions with professional care, in the agreed scope and quality, and in accordance with the usual business practice of similar companies.
- 3.2. The Client may use the Services to the extent agreed upon by the Parties after creating an Account and logging into the Account using access data (usually an email address, password, phone number). Depending on their nature, using the Hilbi Platform and receiving the Services may be possible without creating an Account, via a Lead.
- 3.3. The correct provision of the Services may require certain technical settings of the Client's device, specified in more detail in Annex No. 1 to these GTC, for example using the current version of the Hilbi Platform application on a mobile device, enabling Javascript, deactivating ad blocking, etc. The Company informs the Client about all necessary technical settings in a timely manner and in an appropriate form (usually on the Hilbi Platform).
- 3.4. The Client acknowledges and agrees that:
- 3.4.1. The Company is not liable for information provided by the Client and stored at the Client's request in the memory of the Company's electronic devices used for information retrieval, except in situations where the Company could have known, given the circumstances and nature of the specific case, that the content of the stored information or the Client's actions were unlawful, or if the Company became demonstrably aware of the unlawful nature of the content of the stored information or the Client's unlawful actions and did not immediately take all steps that could be required of it to remove or make such information inaccessible.
- 3.4.2. The Company is not obliged to monitor the content of transmitted or stored information or to actively search for facts and circumstances indicating the illegal content of stored or transmitted information.
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- 3.4.3. The Company is not liable to the Client or any third party for damage, lost profit or any other harm arising in a causal connection with the exercise of the rights and obligations specified in this provision.
- 3.5. It is prohibited to store or distribute the following content on the Hilbi Platform (hereinafter referred to as "Illegal Content"):
- 3.5.1. content whose possession or distribution is punishable under generally binding legal regulations;
 - 3.5.2. materials infringing intellectual property rights;
 - 3.5.3. content that violates other rights of third parties;
 - 3.5.4. personal data of third parties published without legal grounds;
 - 3.5.5. Malware, phishing or other malicious code that threaten the security of the platform.
- 3.6. The Company provides a mechanism for reporting and removing Illegal Content on the Hilbi Platform in accordance with generally binding legal regulations. Users can report violations of the rules regarding Illegal Content via email address provided in clause 1.1, this contact point also serves for the purposes of the Company's communication with the relevant supervisory authorities.
- 3.7. The Company undertakes to proceed transparently and in accordance with all requirements of generally binding legal regulations when handling notifications pursuant to Article 3.6, including taking measures against abuse of the mechanism for reporting Illegal Content on the Hilbi Platform.
- 3.8. The detailed procedure regarding the notification of Illegal Content is regulated in the relevant LTC in accordance with the requirements of a specific jurisdiction.
- 3.9. The Company undertakes to ensure that the Hilbi Platform complies with the requirements of generally binding legal regulations on the accessibility of services and is thus usable for persons with disabilities and other limitations, if required by generally binding legal regulations.
- 3.10. Company:
- 3.10.1. is entitled to change the structure, parts and content of the Services (or mobile applications) in order to improve or modify the Services, their content and scope. However, these changes do not have a negative impact on the scope of the Services already paid for by the Client;
 - 3.10.2. is entitled to temporarily suspend the provision of the Services at any time, for example for reasons of security, force majeure, in compliance with a legal obligation, or for maintenance or repairs necessary for the operation of the Hilbi Platform, and such interruption shall not be considered a breach of the Company's obligations. The Client will be informed in advance of a temporary interruption exceeding 3 hours, its reason and its expected duration;
 - 3.10.3. provides the Services without guaranteeing updates and additions to the content at pre-agreed frequencies. The Company does not provide any manuals or similar instructions for the Services;
 - 3.10.4. is not responsible for any inability to access the Service caused by the technical parameters of the Client's device (whether software or hardware), nor for any damage caused by the use of this device;
 - 3.10.5. in the event of termination of the Agreement, the Provider is not obliged to refund the Client the price paid for the ordered Services, unless the obligation to refund the entire or a proportional part of the price expressly
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- results from these GTC, legal regulations and/or consumer protection provisions that apply to the contractual relationship;
- 3.10.6. is entitled to block the Client's access to the Hilbi Platform and to interrupt the provision of the Services if the Client violates any obligation set out in these GTC. For the same reason, the Company is entitled to withdraw from the agreement and deactivate the Client's Account.
- 3.11. Client:
- 3.11.1. is entitled to use the Services in accordance with these GTC and the settings of the Hilbi Platform;
- 3.11.2. is obliged to use the Services in accordance with applicable generally binding legal regulations;
- 3.11.3. refrain from any activities that could enable or encourage the violation of these GTC, any other rules and settings of the Company or any rights of third parties. The Client shall also refrain from activities that could threaten or directly disrupt the information security and protection of the Hilbi Platform, its functioning or could threaten or disrupt the good reputation of the Company and Partners;
- 3.11.4. to use the Hilbi Platform and the Services, the Client is entitled to use exclusively his own Account with his login details and is responsible for their selection and security. The login details and the Account are non-transferable. The Client is obliged to maintain the confidentiality of the login details, not to provide them to third parties, not to publish them or allow them to be used by other persons. The Client is liable for damage caused by a breach of obligations under this point. In the event of loss of login details, misuse of them or suspicion of misuse, the Client shall immediately inform the Company, which shall assign new login details to the Client and block the use of the original login details;
- 3.11.5. The Client acknowledges that the Hilbi Platform may use artificial intelligence technologies within individual functionalities. The outputs of artificial intelligence cannot be considered as professional medical advice, diagnosis or treatment proposal. The Partner is responsible for checking the accuracy and relevance of the outputs of artificial intelligence, including all associated risks and limitations, in particular, but not exclusively, related to diagnostic accuracy, personal data protection and ethical aspects.
- 3.11.6. provide the Company with correct and up-to-date data that is necessary for the use of the Hilbi Platform and/or the provision of the Services. In the event of a change in this data, the Client shall inform the Company of the new data without undue delay;
- 3.11.7. acknowledges that the Company is not obliged to provide the Services to the Client and is not in default as long as the Client is in default in fulfilling its obligations under the GTC, LTC and/or the Agreement;
- 3.11.8. is obliged to follow the Company's instructions related to the Hilbi Platform, for example during and in connection with updating the Hilbi Platform;
- 3.11.9. acknowledges that the Hilbi Platform also includes a communication interface in which legally relevant documents can be delivered to him, with which he agrees;
- 3.11.10. is entitled to unilaterally terminate the Agreement only for reasons specified in these GTC, or LTC or in legal regulations.
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4. Company liability and complaints

- 4.1. The Company is responsible for the proper provision and availability of the Hilbi Platform and Services and any defect that the digital service has at the time of its delivery and that becomes apparent within two years of its delivery, if it is a digital service that is delivered as a single item or as a set of individual services.
 - 4.2. The obligation under point 4.1 is violated if access to the Hilbi Platform is not ensured for more than 48 consecutive hours (for example, due to a system shutdown or other defect as a result of which the Client did not have access to the Hilbi Platform during the specified period).
 - 4.3. The guaranteed availability of the Hilbi Platform does not include the following cases of interruption of the availability of the Hilbi Platform:
 - 4.3.1. implementing improvements or updates or routine maintenance of the Hilbi Platform according to a predetermined schedule, which will be announced in advance, if objectively possible;
 - 4.3.2. technical failures of hardware and/or software and/or network connection or other elements of the digital environment on the part of the Client or a third party (e.g. internet service providers, suppliers through whom we provide the Hilbi Platform, etc.) or technical problems of electronic communication networks;
 - 4.3.3. cyber attacks, except in the event that such interruption is caused by proven negligence on the part of the Company;
 - 4.3.4. force majeure events that are beyond the control of the Company and that prevent it from fulfilling any of its obligations. Such events include natural disasters, strikes, lockouts, riots, war, acts of terrorism, epidemics, changes in legislation, laws introduced or amended after the conclusion of the Agreement, failures of communication lines or power outages.
 - 4.4. The Company's email support is provided during the following business hours: Monday-Friday from 9:00 AM to 4:00 PM (CET).
 - 4.5. The Hilbi Platform and the Services are provided on an "as is" basis and the Company expressly disclaims any warranty of fitness for any particular purpose. The Company cannot and does not guarantee any specific results from the use of the Hilbi Platform.
 - 4.6. The Company is not liable for any unlawful consequences resulting from the Client's breach of obligations under the GTC.
 - 4.7. The Company is not liable for a defect in the digital services provided that arose solely as a result of the Client's failure to install the update within a reasonable time if:
 - 4.7.1. The Company informed the Client about the availability of the update and the consequences of not implementing it, and
 - 4.7.2. there was no incorrect installation due to deficiencies in the installation instructions provided.
 - 4.8. In the event of a complaint, the Client is obliged to submit a complaint to the Company at its e-mail address within 10 days of the occurrence of a specific defect. The complaint must contain a specification of the claimed defect, a description of how the defect manifested itself and the time when the defect was identified. The Company is entitled to ask the Client to provide additional information if necessary.
 - 4.9. The Company shall issue the Client a written confirmation of the claim in an appropriate form immediately after the defect is identified. The date of claim submission shall be deemed to be the date of its delivery.
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- 4.10. In the confirmation of the claim, the Company shall set a deadline within which the defect shall be removed. This deadline shall not be longer than 30 days from the date of the claim, unless a longer deadline is justified by an objective reason beyond the Company's control.
- 4.11. If the Company refuses to accept liability for the claimed defect, it is obliged to inform the Client in writing of the reasons for this refusal. If the Client proves the Company's liability for the claimed defect through an expert opinion issued by an independent and qualified person, he is entitled to point out the defect again and the Company cannot refuse liability for this defect again. The obligation to pay the costs of the expert opinion is governed by the relevant legal regulations valid for the given contractual relationship, if applicable.
- 4.12. The client may exercise rights arising from liability for defects even without making a complaint.
- 4.13. The exercise of rights arising from liability for defects does not exclude the right to compensation for damages incurred by the Client as a result of the defect.
- 4.14. The claims arising from liability for defects in the event of a justified complaint are as follows:
- 4.14.1. A legitimate complaint is settled within the period specified by the relevant legal regulations, usually in the form of a discount on the price paid, if the digital service is provided for a fee. The client will be informed about the method of settlement;
 - 4.14.2. The Company shall remove defects within a reasonable period of time after the defect is pointed out, free of charge and without causing significant inconvenience to the Client and taking into account the nature of the Hilbi Platform and the Service provided. The Company is not obliged to remove a defect if this is not possible in a specific case of the defect or if removal would cause unreasonable costs taking into account all the circumstances, in particular the value that the digital services provided would have without the defect and the severity of the defect;
 - 4.14.3. The Client has the right to a reasonable discount on the price paid if the provided digital service is supplied for consideration consisting of payment of the price, or he may withdraw from the Agreement without being given an additional reasonable period of time if:
 - 4.14.3.1. removal of the defect is not possible or would cause unreasonable costs to the Company;
 - 4.14.3.2. The company did not fix the defect;
 - 4.14.3.3. digital fulfilment has the same defect despite efforts to eliminate the defect;
 - 4.14.3.4. the defect is of such a serious nature that it justifies the right to an immediate price reduction or withdrawal from the Agreement; or
 - 4.14.3.5. The Company declares or it is clear from the circumstances that it will not eliminate the defect within a reasonable time or without causing serious inconvenience to the Client.
- 4.15. The price discount must be proportionate to the difference between the value of the provided digital service and the value that the provided digital service would have had if it were free of defects. If the provided digital service is delivered within the agreed
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- period, the Client is entitled to a price discount only for the period in which the provided digital service did not comply with the agreed or stipulated legal requirements.
- 4.16. The Company will pay the price discount to the Client within 14 days from the date exercise the right to a discount on the price in the same way that the Client used to pay the price. In the case of payment to the Client's bank account abroad, the Client bears all costs associated with this.
- 4.17. If the digital Services are delivered in exchange for consideration consisting of payment of a price, the Client may not withdraw from the Agreement on the grounds of a defect if the defect in the digital content is negligible.
- 4.18. The Client is not obliged to pay the price for the period prior to withdrawal from the Agreement during which the provided digital service did not meet the agreed or specified requirements. If the Agreement provides for the continuous delivery of digital services during the agreed period, the Company shall refund to the Client only a proportionate part of the price paid for the period during which the digital service did not meet the requirements and the part of the price that the Client paid in advance for the delivery of digital services for the period after withdrawal from the Agreement..
- 4.19. After withdrawing from the Agreement, the Client is obliged to refrain from using the digital Services provided and providing it to third parties. After withdrawing from the Agreement, the Company will prevent the Client from further using the digital Services provided (the Company may also cancel the Client's Account).

5. Duration and termination of the Agreement

- 5.1. Agreement under these GTC is concluded for an indefinite period.
- 5.2. If the Agreement includes the delivery of digital services continuously during the agreed period, the paid Services are provided to the Client during the period ordered and paid for by the Client.
- 5.3. If the content of the Agreement is the delivery of digital services continuously during the agreed period, access to the paid Services shall cease upon the end of the relevant period during which the paid Services were made available to the Client, unless the paid period is extended and the price is paid for the next period, or the Agreement is terminated in another manner.
- 5.4. Termination of access to paid Services does not affect the Client's access to their Account; it remains active but will not allow the Client to access paid content unless new paid content is ordered and paid for.
- 5.5. The Agreement may be terminated unilaterally by notice of termination by either Party, even without giving a reason. Notice of termination may also be given via the functionality of the Hilbi platform. The Agreement shall terminate upon delivery of the notice.
- 5.6. Termination of the Agreement by notice does not affect partial mutual relationships established by individual orders for Services, which continue until their expiration. After termination of the Agreement, it is not possible to place further orders, but orders placed before the expiration of the notice period will continue to be governed by the provisions of the Agreement.
- 5.7. The Parties have agreed that in the event of termination of the Agreement by notice, they will not return the services provided to each other; this agreement of the Parties also applies to all orders of the Client. In the event of early termination of the
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- Agreement, the Client is not obliged to compensate the Company for the services already used and the Company is not obliged to return the payment already paid to the Client.
- 5.8. By concluding the Agreement and accepting these GTC, the Client expressly consents to the commencement of the provision of the Service before the expiry of the withdrawal period. The Client also acknowledges that he/she thereby loses the right to withdraw from the agreement from the moment the digital content is made available to him/her.
- 5.9. If for any reason the conditions for the termination of the right to withdraw from the agreement due to the provision of Services before the expiry of the withdrawal period have not been met, the right to withdraw from the agreement within 14 days from the conclusion of the agreement remains preserved for the Client, who is a consumer. In the event of withdrawal from the agreement, the Client - consumer is obliged to pay an aliquot (proportional) part of the price for the period in which the Service was provided, until the date of delivery of the notice of withdrawal from the agreement.
- 5.10. The Client, who acts as a consumer in relation to the Company, has the right to withdraw from the Agreement without giving a reason within 14 days from the date of conclusion of the Agreement, unless the subject of the Agreement is the provision of a Service consisting of the provision of digital content. The withdrawal period is deemed to have been observed if the Client sends a notice of withdrawal from the agreement to the Company no later than the last day of the period. In case of doubt about the delivery of the notice, the relevant legal regulations applicable to the relationship between the Client and the Company shall be followed.
- 5.11. The Client exercises his right to withdraw from the agreement in written form or in the form of a record on another durable medium, such as in writing to the address of the Seller's registered office specified above, by e-mail above or in another manner that does not raise any doubts that the agreement has been withdrawn, in particular via the Hilbi Platform. The Client is entitled to withdraw from the agreement using the form that forms Annex No. 2 to these GTC. The burden of proof of exercising the right to withdraw from the agreement lies with the Client. The Company shall immediately provide the Client with a confirmation of its delivery on a durable medium after delivery of the notice of withdrawal from the agreement.
- 5.12. The Client may withdraw from the Agreement only in relation to a specific Service if the Company has delivered or provided multiple services under the agreement.
- 5.13. The Company undertakes to refund to the Client, without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal from the agreement, all payments received from him under the agreement and in connection with the provided digital service from which the Client withdraws, including the costs of transport, delivery and postage and other costs and fees, in the same manner as was used.
- 5.14. The Client is obliged to pay the Company the price for services actually provided by the date of withdrawal from the agreement, the subject of which is the provision of the service. The price for the digital service actually provided is calculated proportionally based on the total price agreed in the Agreement.
- 5.15. The right to withdraw from the agreement does not apply where it is not permitted by applicable law.
- 5.16. The Client, who is a consumer, hereby expressly confirms that he/she has been informed that, as a result of accepting the GTC, he/she loses the right to withdraw from the agreement at the moment the Service is made available under the following conditions:
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- 5.16.1. if the Service has been fully provided and the provision of the Service began before the expiration of the withdrawal period with the Client's express consent.
 - 5.16.2. if the provision of digital content began before the expiration of the withdrawal period with the Client's express consent.
 - 5.17. The Client confirms that the Company has provided him with confirmation of the conclusion of the agreement in the legally required form, if required by the relevant legal regulations applicable to the relationship between the Client and the Company.
 - 5.18. A client who is not a consumer cannot withdraw from the agreement for reasons reserved for consumers.
 - 5.19. After the termination of the Agreement, the Company is entitled to restrict the Client's access to the Account. Access to the Account will cease 3 months after the termination of the Agreement; during this period, the Client may export all of his/her data from the Account, either independently or in cooperation with the Company. After this period, the Account and all data therein will be permanently deleted.

6. Intellectual property

- 6.1. The contents of the Hilbi Platform are protected by copyright, rights related to copyright, database rights, or other intellectual property rights. The Company retains and reserves all copyright and intellectual property rights relating to the Hilbi Platform and its Services, their development or use. The Company provides the Client with access to the functions of the Hilbi Platform in accordance with the terms of this Agreement.
- 6.2. Unless expressly stated otherwise, nothing in this Agreement shall be construed as granting any license to any intellectual property rights by the Company to the Client. The Client may use the Hilbi Platform and its Services in a normal manner in accordance with these GTC.
- 6.3. The provisions of this article shall also apply to all content on the Hilbi Platform and to each Client who uses the Hilbi Platform, regardless of their registration.

7. Privacy Policy

- 7.1. The Client's personal data is protected in accordance with applicable legal regulations.
- 7.2. The Client hereby confirms that he, his employees and other representatives whose personal data he has provided to the Company have read the Company's Personal Data Protection and Processing Policy, which is available on the Hilbi Platform <https://hilbi.com/sk/support/privacy-policy>. By using the Hilbi Platform and using the Services, the Client also agrees to these Personal Data Protection and Processing Policy.
- 7.3. After termination of the Agreement, the Client has the right to export his/her personal data in a machine-readable format, to the extent and in a manner consistent with the applicable legal regulations.

8. Assignment of rights and obligations

- 8.1. The rights and obligations, as well as the provision of services and information arising from the Agreement or the relationship between the Client and the Company, may be assigned or otherwise transferred, in whole or in part, to any third party only with the prior express written consent of the other Contracting Party; with the exception of transfers within the Company's group, which do not require consent. Any such assignment

or transfer without prior written consent is null and void. The GTC are also binding on the legal successors of the parties and their legal successors.

9. Communications

- 9.1. All notices or requests required under the Agreement shall be made in writing.
- 9.2. Unless otherwise provided in this Agreement, all notices, requests, invoices or other communications under this Agreement made in writing shall be delivered by email or through the Hilbi Platform.
- 9.3. All notices or requests under this document shall be deemed to have been received in the following event:
 - 9.3.1. if delivered by courier or registered mail, at the time of their delivery to the recipient or upon the recipient's refusal to accept them;
 - 9.3.2. if sent by email, by return receipt requested, or three (3) days after they are sent to the other party, whichever is earlier;
 - 9.3.3. if delivered via the Hilbi Platform, by confirmation of delivery (even implicitly, e.g. by reading the message) or after three (3) days from their sending to the other party, whichever occurs first.
- 9.4. The Client may contact the Company at any time by e-mail specified in the header of these GTC, via the functionalities of the Hilbi Platform, or by post at the address specified in these GTC.

10. Alternative consumer dispute resolution and supervisory authority

- 10.1. The Client, who is a consumer, has the right to contact the Company with a request for redress if he is not satisfied with the manner in which his complaint was handled or if he believes that the Company has violated his rights. If the legal regulations governing the relationship between the Company and the Client allow it, the Client has the right to submit a proposal to initiate alternative dispute resolution to the relevant alternative dispute resolution entity if the Company has responded negatively to the request pursuant to the previous sentence or has not responded to it within 30 days from the date of its submission.

11. Governing law and dispute resolution

- 11.1. The Agreement, these GTC and the relationships arising therefrom shall be governed by and construed in accordance with the laws of the Czech Republic, excluding its conflict of laws provisions. Rights and obligations not expressly regulated by these GTC shall be governed by the relevant legal regulations applicable to the relationship. However, in some countries (including European Union countries), laws apply that require contracts to be governed by the local laws of the consumer's country. This provision shall not prevail over such laws.
- 11.2. All disputes arising under or in connection with these GTC shall be resolved amicably and by mutual agreement of the parties. If the parties fail to conclude a written agreement on the resolution of the dispute within thirty (30) days of the delivery of a written invitation to mutual negotiations on the settlement of the dispute, each party is entitled to submit the dispute to a competent court for decision.
- 11.3. The courts of the Czech Republic shall have jurisdiction to resolve any disputes arising from or in connection with these GTC; unless generally binding legal regulations allow or

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- require the initiation of legal proceedings in the country of residence of the Client or Provider or in a third country. The locally competent court for any disputes between the Company and the Client or Provider shall be the court with jurisdiction over the registered office of the Provider, unless legal regulations provide for the exclusive jurisdiction of another court for a specific dispute.
- 11.4. Unless such an arrangement conflicts with generally binding legal regulations, in particular, but not exclusively, with consumer protection regulations governing the legal relationship between the Contracting Parties, class arbitrations, class actions, actions by private attorneys and consolidations with other arbitrations or actions are not permitted.
- 12. Final provisions**
- 12.1. If a court declares any provision of this Agreement and/or the GTC to be invalid or ineffective, this shall not affect the validity or effectiveness of the other provisions and the entire Agreement and/or the GTC, and the Contracting Parties shall replace such provision with a provision that is as close as possible to the original provision in terms of content.
- 12.2. No provision of these GTC limits the legal rights of Clients as consumers under applicable law.
- 12.3. The Company may update the GTC/LTC, in particular for legal, commercial (for example, it may change the scope of the Hilbi Platform, the Services and/or their prices) or regulatory reasons, or to enable more efficient functioning of the Hilbi Platform and the Services. Any changes will be notified to the Client via information on the Hilbi Platform or via a private message addressed to the Client's e-mail. The changes will apply to the continued use of the Hilbi Platform fourteen (14) days after their notification, and the changes will not affect the scope of the paid Services that were paid for before the change to the GTC/LTC. If the Client does not agree with the new version of the GTC, he is obliged to notify the Company within fourteen (14) days from the date on which the Company notified him of the new version of the GTC or the LTC that he does not wish to be bound by the new version of the GTC/LTC and has the right to terminate the Agreement on the effective date of the new GTC/LTC. If the Client continues to use the Hilbi Platform after the date on which the changes to the GTC/LTC come into force, such use shall mean that the Client has agreed that the Agreement will be governed by the new version of the GTC/LTC.
- 12.4. The GTC apply to the contractual relationship between the Company and the Client as stated on the Hilbi Platform on the day the Company sends the confirmation of registration of the Client's Account to the Client or the confirmation of receipt of the order by the Company, which the Client had the opportunity to familiarize himself with on the Hilbi Platform and with which he expressed his consent before sending the registration request or did not create an Account), by clicking on the button confirming the Client's will to register an Account or place an order, e.g. "Register", "Bindingly order with payment obligation", etc.
- 12.5. The provisions of these GTC apply to every user of the Hilbi Platform who uses it or subscribes to the Services, regardless of their registration.
- 12.6. If generally binding legal regulations require the Client, as a consumer, to be informed about consumer supervisory authorities, such information will be included in the LTC for the given jurisdiction.
- 12.7. The parties have agreed that the place of delivery of the service is the Slovak Republic.
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- 12.8. If these GTC are written in a language other than Czech, the Czech version shall prevail over the version in that other language. The non-Czech language version is for informational purposes only.
- 12.9. These GTC are the complete text of the GTC after the changes and additions made and entered into force on the date of publication on the Company's website and effective on 1.11.2025.
- 12.10. The following are the terms of use for the Hosting and Digital Reception Services, which are part of these GTC.

II. General Terms and Conditions for Hosting

13. Provisions of the GTC for the Hosting service

- 13.1. This part of the GTC governs the relationship between the Company and the Client when providing Hosting.
- 13.2. Hosting allows Partners to offer services for sale to third parties - Clients.
- 13.3. The Company is entitled to fees from Partners for services ordered by them, under the terms and conditions agreed between the Partner and the Company.
- 13.4. The Service Agreement is concluded electronically by the Partner and the Client. The legal relationship under the Service Agreement exists exclusively between the Partner and the Client; the Company does not enter into this legal relationship with the exception described in point 13.5. Generally binding legal regulations shall apply to the regulation of the rights and obligations under the Service Agreement between the Partner and the Client. If the Partner is an entrepreneur and the Client is a consumer, consumer protection legal regulations shall also apply. The Company acts solely as an intermediary with the possibility of concluding a service agreement. After concluding the agreement, the Company shall provide the Client's contact details to the Partner via the Hilbi Platform. At this point, the Company shall be entitled to a service fee pursuant to point 13.11.
- 13.5. By listing the service on the Hilbi Platform, the Partner authorizes the Company for the specified service to publish the service on behalf of the Partner through the Hilbi Platform, in accordance with the Partner's instructions, with the aim of concluding a Service Agreement between the Client and the Partner; made an offer, conducted pre-contractual negotiations with the Client and concluded a Service Agreement with the Client and received payment of the Price from the Client. The Price means the payment for the provision of the service under the Service Agreement, in the amount and under the conditions agreed upon when concluding the Service Agreement pursuant to point 13.7 et seq. (hereinafter referred to as the "**Price**"); The Partner is entitled to revoke the authorization pursuant to this point only on the grounds that the Partner's obligation to conclude the relevant agreement in accordance with the contractual relationship with the Company has ceased. This provision, together with the specific offer, serves as a determination of the content of the power of attorney agreement between the Company and the Partner and at the same time as evidence of the scope of authorization to represent the Partner (power of attorney) towards the Client. The power of attorney agreement cannot be withdrawn without stating a reason; pursuant to the provisions of a separate agreement between the Company and the Partner accordingly.
- 13.6. Listing a service on the Hilbi Platform is not an offer to conclude an agreement, but represents a non-binding, unaddressed invitation of the Partner to negotiate (trade) - submission of an offer (*invitatio ad offerendum*). The Hilbi Platform serves at all times only as an intermediary with the possibility of concluding a Service Agreement.
- 13.7. The Client expresses interest in concluding a Service Agreement via the Hilbi Platform by submitting an order form, clicking on the "Order with payment obligation" button (or equivalent text) and subsequently paying the Price via the payment gateway (hereinafter referred to as the "**Order**"). The amount of the Price depends on the parameters of the specific service and is published on the Hilbi Platform. The Partner, represented by the Company, bindingly accepts the Client's proposal to conclude a Service Agreement by

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- sending a confirmation of receipt of the order. Only at this moment is the Service Agreement considered concluded.
- 13.8. Upon agreement with the Partner, the Client may authorize the Partner to place an Order on the Hilbi Platform, which shall be deemed to be an authorization to perform such an act. The Client confirms the correctness of the Order thus placed by paying for it.
- 13.9. The Partner reserves the right to accept the order only after verifying the availability of the service, valid prices and the delivery date requested by the Client. An e-mail from the Partner, sent to the Client's e-mail address after sending his order, marked as "Notification of order acceptance", "Proposal for changing the order", etc., does not have the effect of binding acceptance of the proposal, i.e. conclusion of the Service Agreement, but is only informative in nature, or is a new proposal from the Partner on the possibility of applying a discount on the purchase price, providing other services. In the event that the Partner sends the Client a proposal to change the order before concluding the Service Agreement, i.e. before sending the binding acceptance of the proposal, the Service Agreement in the sense of this proposal can be concluded only if the Client accepts the thus amended proposal.
- 13.10. After acceptance of the Order, it can be changed in accordance with these GTC, or by agreement between the Client and the Partner.
- 13.11. The Company is entitled to a fee for arranging the Order. If the fee for arranging the Order is not borne by the Partner according to the agreement between the Company and the Partner, the fee for arranging the Order is payable by the Client. The fee is part of the Price, the same payment terms apply to it as to the Price, and its amount is stated in the Order.
- 13.12. The Company does not control the offered service, does not guarantee the fulfilment of contracts and other agreements concluded between the Client and the Partner. The Company bears no responsibility for the breach of contract by any Client or Partner, in particular in the event that the Partner fails to provide the Client with the service according to the agreement or that the Client fails to pay the Price properly and on time, as well as it is not responsible for the fulfilment of all obligations of the Partner arising from legal regulations.
- 13.13. The Company recommends the following conditions to Partners and Clients when concluding a purchase agreement:
- 13.13.1. The Partner is obliged to deliver the subject of service to the Client in the agreed scope and quality and provide it according to the Client's order.
- 14. Hosting Payment Terms**
- 14.1. The Client will pay the Price by cashless payment via the payment gateway to which the Client will be redirected after submitting the Order. After successful payment, the Client will be automatically redirected back to the web interface operated by the Company.
- 14.2. The Company undertakes to accept the paid Price as the Partner's representative into a collection account, to keep this amount for the Partner and to pay it exclusively under the conditions agreed between the Company and the Partner.
- 14.3. The Price is considered paid when the funds corresponding to the Price are credited to the Company's bank account. Along with the Order Confirmation, the Company will send the Client an invoice confirming payment of the Price, immediately after payment of the Price.
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- 14.4. If the Client does not pay the Price immediately after sending the Order and redirecting to the Payment Gateway (until the payment limit specified in the Payment Gateway expires), the Order is automatically cancelled and the Company is deemed not to have accepted the Order.
- 14.5. If a claim is made against a payment of the Price (chargeback) by the Client and the related refund of money occurs - in particular, but not exclusively in the case of an unauthorized payment transaction, e.g. due to theft or misuse of a payment card - the Company is responsible for returning funds in the full amount of the original card transaction and covering related costs, including all related fees. The Company is also responsible for returning funds in the event of any other successful claims, complaints or other payment disputes.
- 14.6. The Company does not handle or decide on chargebacks under any circumstances. If the Company is contacted directly by a user regarding a chargeback claim, it will immediately forward such chargeback claim to the appropriate entity authorized to assess and resolve such claim.
- 14.7. The Company and the Partner are entitled to prepare invoices (including their attachments) in electronic form and send them to the Client to the E-mail address specified by the Client in the Order. The Client is obliged to immediately inform the Company in writing of any change that affects mutual communication via electronic means (in particular, a change in the Client's e-mail address intended for sending electronic invoices). The Company is not liable for damage or incompleteness of data caused by a failure during delivery via the Internet, for damage caused by a poor-quality connection or for damage caused by any inability of the Client to connect to the Internet.
- 14.8. The Price is not determined for a specific consumer or group of consumers based on automated decision-making, including profiling.
- 14.9. The Price will be increased by value added tax in accordance with the legal regulations valid and effective at the time of invoicing. For the purposes of determining the amount of value added tax, the place of provision of the Services is the Slovak Republic.
- 14.10. Upon agreement between the Partner and the Client, the Client may pay the Price for the Order to the Partner in another suitable manner. In such a case, the Price shall be deemed to have been paid at the moment when the amount corresponding to the Price reaches the Partner's disposal. The provisions of these GTC shall apply accordingly to such method of payment.
- 15. Termination of agreement**
- 15.1. The Client is entitled to withdraw from or terminate the agreement under these GTC, in accordance with the provisions contained in these GTC and legal regulations.
- 15.2. Given that the Company is not a party to the contractual relationship between the Client and the Partner mediated through the Hilbi Platform, it is necessary to contact the Partner regarding the termination of the contractual relationship.
- 15.3. Due to the nature of the services, it is possible that in rare cases the Partner will not be able to provide its services for objective reasons. In such a case, the Partner will contact the Client with a proposed solution. If an agreement is not reached, or the Partner assesses that the provision of the service is not possible or appropriate, the Client agrees that the Partner is entitled to cancel the paid Order, not to provide the service, and the Client is entitled to compensation only in the amount of the Price paid by him for the ordered service.
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- 15.4. Unless the Partner specifies otherwise, it shall be deemed that the terms and conditions set forth in these GTC shall apply accordingly to the relationship between the Client and the Partner, including the terms and conditions for termination of the contractual relationship and the fulfilment of the merchant's obligation to provide information and instruction to the consumer.
- 15.5. Unless otherwise specified by the Partner, the sample form for withdrawal from the agreement between the Client and the Partner mediated through the Hilbi Platform forms Annex 3 to these GTC.
- 15.6. Unless the Partner specifies otherwise, it considers that the conditions set out in these GTC also apply appropriately to the relationship between the Client and the Partner, including the conditions of liability relationships and complaints.
- 15.7. Unless otherwise specified by the Partner, the Client hereby agrees to the commencement of the provision of the Service before the expiry of the withdrawal period by concluding the agreement and accepting these GTC. By accepting these GTC, the Client also confirms that he/she has been duly informed that by expressing this consent, he/she loses the right to withdraw from the agreement at the moment of the commencement of the making available of the digital content.
- 15.8. The Client agrees to the use of means of distance communication in connection with the conclusion of the Service Agreement, and the costs incurred by the Client when using means of distance communication in connection with the conclusion of the Service Agreement or its performance (e.g. costs of Internet connection or costs of telephone calls) are paid by the Client himself. The costs of telephone calls do not differ from the standard rate.

III. General Terms and Conditions for Digital Reception

16. Provisions of the General Terms and Conditions for Digital Reception Services

- 16.1. This part of the GTC governs the relationship between the Company and the Client when providing Digital Reception Services.

17. Definition of terms for the Digital Reception GTC.

- 17.1. Capitalized terms that are not defined above have the following meanings in the Digital Reception GTC:

- 17.1.1. The Client's bank account is the Client's bank account (or bank card) that the Client used to pay the Price;
- 17.1.2. Digital reception services are defined in clause 18.1 et seq.;
- 17.1.3. Additional services are a set of above-standard services provided to the Client together with the Digital Reception Service, based on a separate Client Order and for a Payment in the amount determined according to the Price List;
- 17.1.4. The Price List is the price list for the Services that will be published on the Hilbi Platform; each individual Order is governed by the Price List due at the time of its execution;
- 17.1.5. The Client's email address is the email address that the Client provided when registering an Account or when placing an Order;
- 17.1.6. The Client Zone is a part of the Hilbi Platform mobile application that is accessible through the Client Account;
- 17.1.7. The Price represents the price for the provision of the Digital Reception Service or Additional Services agreed in accordance with the provisions of Article 20 of the Digital Reception GTC;
- 17.1.8. Partner means any of the healthcare providers who are contractual partners of the Company;
- 17.1.9. The Payment Gateway represents a means of payment used to pay the Company Price;
- 17.1.10. The Privacy Policy represents the privacy policy published by the Provider and on the Hilbi Platform;
- 17.1.11. Order confirmation is a confirmation of the execution and payment of the Order, which the Company will send to the Client by e-mail after processing the paid Order, together with a summary of the Order and an invoice;
- 17.1.12. A complaint is the process of claiming defects and deficiencies pursuant to the provisions of Article 21 of the GTC;
- 17.1.13. An examination represents an individual medical service that is a comprehensive activity of the Partner's healthcare professionals, covered by public health insurance, if relevant, or charged in accordance with the Partner's price list;

18. Digital reception services

- 18.1. **Digital Reception Services** represent services that the Company provides to the Client in connection with the provision of healthcare to the Client by the Partner, complementary to a separate legal relationship (provision of healthcare). Digital Reception Services do
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not represent the provision of healthcare, but optional, paid, above-standard services, the aim of which is to ensure that the provision of healthcare to Partners is as effective, comfortable and time-saving as possible for the Clients, with an emphasis on the use of modern technologies and a personalized approach. Digital Reception Services consist, among other things, of operating an administrative facility enabling contact between the Client and the Partner according to the Client's request. They are provided exclusively at the Client's request on the basis of individual Client Orders (hereinafter referred to as the **"Digital Reception Services"**). Digital Reception Services consist, among other things, of access to the Hilbi Platform, which enables comprehensive digital health and patient management.

- 18.2. The Digital Reception Service includes, in particular, the following activities of the Company:
- 18.2.1. operating the Hilbi Platform;
 - 18.2.2. searching for a Partner who is able to provide the Client with the required healthcare in the fastest and most efficient way based on the nature of the Client's individual requests;
 - 18.2.3. arranging consultations on health problems for Clients and based on the results of the consultations;
 - 18.2.4. arranging follow-up steps in resolving the Client's health problems, including providing special health care;
 - 18.2.5. logistical tasks associated with creating orders for the provision of healthcare according to the capacity and time capabilities of specific Partners according to the Client's request;
 - 18.2.6. other activities as agreed between the Client and the Company.

The list provided in this point is indicative and the Company is entitled to supplement and change it at any time. The change does not affect services already ordered and paid for.

- 18.3. The provision of Digital Reception Services or Additional Services does not constitute the provision of healthcare, but rather services aimed at increasing comfort in the organization of care provided by Partners. Digital Reception Services are not part of healthcare services and are not considered a healthcare service under applicable law. Booking a patient by a Partner for a specific date and time is not part of the Digital Reception Services and is provided exclusively by the Partner, free of charge, in the case of healthcare covered by public health insurance, if relevant. Digital Reception Services are additional, premium services provided exclusively by the Company, not by Partners.
- 18.4. Digital reception services are not covered by public health insurance and the Company provides them only to its Clients.
- 18.5. Healthcare and services related to the provision of healthcare are provided to Clients exclusively by the relevant Partners, based on the authorization granted in accordance with the legal regulations in force at the place of their provision of healthcare. The provision of healthcare by the Partner establishes a separate legal relationship between the Partner and the Client, independent of the relationship between the Client and the Company. Therefore, the Company is not responsible for the professional competence and specialization of the Partners or for any changes in their authorization to provide healthcare, including a change in specialization or termination of activity. In such a case, the Company may agree with the Client on substitute service or is entitled to cancel the

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- Client's Order and return the paid Price to the Client. In connection with the above, the Client acknowledges that the cooperating Partners may change, even without his consent. The Company is not liable if any of the Partners fails to meet the conditions agreed by the Company. In such a case, the Company may agree with the Client on substitute service or is entitled to cancel the Client's Order and return the paid Price to the Client.
- 18.6. Information about available Digital Reception Services and/or Additional Services is also published on the Hilbi Platform.
- 18.7. The Client declares that he is aware that ordering an Examination with one of the Partners is not conditional on concluding an Agreement and that he is familiar with the possibility of ordering an Examination directly with the Partners free of charge, according to the terms and conditions of the relevant Partner. However, the Company is not responsible in any way for the possibility of ordering an Examination directly with the Partner. However, ordering an Examination directly with the Partners free of charge does not include the Digital Reception Services nor is it part of the Digital Reception Services.
- 18.8. The Client also declares that, despite the possibility of ordering an Examination directly from the Partners free of charge, which he was informed about, he is interested in using the paid Digital Reception Services provided by the Company.
- 19. Order**
- 19.1. The Client places the Order electronically as standard via an Account, or without an Account, based on a Lead, by properly filling out the order form. After agreement with the Partner, the Client may authorize the Partner to enter the Order into the Hilbi Platform, which is considered an authorization to perform such an action. The Client confirms the correctness of the Order thus placed by paying for it.
- 19.2. The Client is obliged to provide all the information requested by the Partner in the Order, in particular (i) name and surname, (ii) personal identification number (if relevant) and date of birth, (iii) permanent address, (iv) information about the health insurance company with which the Client has health insurance, (v) contact information (e-mail and telephone number). The Client acknowledges that the information provided in the Order is considered correct, complete and true by the Partner and that filling in all mandatory information is a condition for the proper and complete completion of the Order.
- 19.3. The Client submits the order by clicking on the "Order with payment obligation" button or another clearly marked button with an equivalent description.
- 19.4. The Client will then be redirected to the Payment Gateway and is obliged to pay the Price in accordance with the provisions of Article 20.
- 19.5. The Client agrees to the use of means of distance communication in connection with the conclusion of the Agreement, and the costs incurred by the Client when using means of distance communication in connection with the conclusion of the Agreement or its performance (e.g. costs of Internet connection or costs of telephone calls) are paid by the Client himself. The costs of telephone calls do not differ from the standard rate.
- 19.6. Before submitting the Order via the Account, the Client has the opportunity to check and change the data entered in the Order and the choices made when creating the Order.
- 19.7. The Client may consent to the processing of personal data for marketing purposes or for another specific purpose before successfully completing and sending the Order.
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- 19.8. After processing the Order, the Company will send the Client an Order Confirmation to the Client's email address. The Order Confirmation will also contain information about the maturity of the Price, or information that the Client has already paid the Price.
- 19.9. If the Client demonstrably provides incorrect, inaccurate or incomplete information in the Order, the Company has the right to immediately withdraw from the Order, of which it shall immediately inform the Client.
- 19.10. Due to the nature of the Digital Reception Services, it is possible that in rare cases the Company will not be able to provide its services for objective reasons. In such a case, the Company will contact the Client with a proposed solution. If an agreement is not reached, or the Company assesses that the provision of the service is not possible or appropriate, the Client agrees that the Company is entitled to cancel the paid Order, not to provide the service, and the Client is entitled to compensation only in the amount of the Price paid by him for the ordered service.
- 19.11. The Client loses the right to withdraw from the Order under the conditions set out in Article 5 of the GTC.
- 19.12. The Client hereby consents to the commencement of the provision of the Service before the expiry of the withdrawal period by concluding the agreement and accepting these GTC. By accepting these GTC, the Client also confirms that he has been duly informed that by expressing this consent, he loses the right to withdraw from the agreement at the moment the digital service becomes available.
- 19.13. The Client, who is a consumer, hereby expressly confirms that he/she has been informed that, as a result of accepting the Digital Reception GTC, he/she loses the right to withdraw from the agreement at the moment the Service is made available under the following conditions:
- 19.13.1. if the Service has been fully provided and the provision of the Service began before the expiration of the withdrawal period with the Client's express consent.
 - 19.13.2. if the provision of digital content began before the expiration of the withdrawal period with the Client's express consent.
- 20. Price and payment terms**
- 20.1. The Price for the Digital Reception Services is determined by a special agreement between the Parties according to the Digital Reception Services Price List, which is part of the Hilbi Platform. Since the Digital Reception Services are operated by the Company for multiple Partners, the Price List may differ for each Partner.
- 20.2. The Client is obliged to pay the Company the Price in the amount corresponding to the ordered Digital Reception Services or the ordered Additional Services in advance (i.e. before their actual provision).
- 20.3. The Client will pay the Price by cashless payment via the Payment Gateway, to which the Client will be redirected after submitting the Order. After successful payment, the Client will be automatically redirected back to the Hilbi Platform.
- 20.4. The Price is considered paid when the funds corresponding to the Price are credited to the Company's bank account. Together with the Order Confirmation, the Company will send the Client an invoice confirming payment of the Price, immediately after payment of the Price.
- 20.5. If the Client does not pay the Price immediately after sending the Order and redirecting to the Payment Gateway (until the payment limit specified in the Payment Gateway
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- expires), the Order is automatically cancelled, and the Company is deemed not to have accepted the Order.
- 20.6. If a claim is made against a payment of the Price (chargeback) by the Client and the related refund of money occurs - in particular, but not exclusively in the case of an unauthorized payment transaction, e.g. due to theft or misuse of a payment card - the Company is responsible for returning funds in the full amount of the original card transaction and covering related costs, including all related fees. The Company is also responsible for returning funds in the event of any other successful claims, complaints or other payment disputes.
- 20.7. The Company does not handle or decide on chargebacks under any circumstances. If the Company is contacted directly by a user regarding a chargeback claim, it will immediately forward such chargeback claim to the appropriate entity authorized to assess and resolve such claim.
- 20.8. The publication of a service on the Hilbi Platform is not an offer to conclude an agreement, but represents a non-binding, unaddressed invitation by the Company to negotiate (trade) - submission of *an offer (invitatio ad offerendum)*.
- 20.9. The Client expresses interest in concluding an agreement via the Hilbi Platform by submitting an order form, clicking on the "Order with payment obligation" button (or equivalent text) and subsequently paying the Price via the payment gateway. The Company bindingly accepts the Client's proposal to conclude an agreement by sending a confirmation of receipt of the order. Only at this moment is the agreement considered concluded.
- 20.10. The Company reserves the right to accept the order only after verifying the availability of the service, valid prices and the delivery date requested by the Client. An e-mail from the Partner, sent to the Client's e-mail address after sending his order, marked as "Notification of order acceptance", "Proposal for changing the order", etc., does not have the effect of binding acceptance of the proposal, i.e. conclusion of the Agreement for the supply of Services, but is only informative in nature, or is a new proposal from the Company on the possibility of applying a discount on the purchase price, providing other services. In the event that the Company sends the Client a proposal to change the order before concluding the agreement, i.e. before sending the binding acceptance of the proposal, the agreement in the sense of this proposal can be concluded only if the Client accepts the thus amended proposal.
- 20.11. After acceptance of the Order, its change is possible upon agreement between the Client and the Company.
- 20.12. The Company is entitled to prepare invoices (including their attachments) in electronic form and send them to the Client to the E-mail address specified by the Client in the Order. The Client is obliged to immediately inform the Company in writing of any change that affects mutual communication via electronic means (in particular, a change in the Client's e-mail address intended for sending electronic invoices). The Company is not liable for damage or incompleteness of data caused by a failure during delivery via the Internet, for damage caused due to a poor-quality connection, or for damage caused by any inability of the Client to connect to the Internet.
- 20.13. If the subject of the Order is a service defined by a time period (e.g. a subscription), the date of delivery of the service is the first day of validity of this service. If the subject of the Order is a Service that is not defined by time, the date of delivery is the day on which its provision began within the meaning of the Order.
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- 20.14. The Company is not obligated to provide the Client with Digital Reception Services and is not in default as long as the Client is in default in fulfilling its obligations.
- 20.15. In the event of a justified Complaint recognized by the Company in accordance with Article 21 of the GTC, on the basis of which the Client is entitled to a refund of the Price (or part thereof), or in the event that the Client is entitled to a refund of the Price (or part thereof) under the GTC, the Price will be returned to the Client within 14 days of confirmation of the justification. the moment the claim for a refund of the Price arises according to the GTC, to the Client's bank account.
- 20.16. The Company declares that the Price includes all its costs necessary to fulfil its obligations under the Agreement.
- 20.17. The invoiced amount of the Price will be increased by value added tax in accordance with the legal regulations valid and effective at the time of invoicing. For the purposes of determining the amount of value added tax, the place of provision of the Services is the Slovak Republic.
- 20.18. The price is not determined for a specific consumer or group of consumers based on automated decision-making, including profiling.

21. Complaints regarding Digital reception services

- 21.1. The rights and obligations of the Parties regarding rights arising from defective provision of services are governed by the relevant generally binding legal regulations, including any special legal regulations for the protection of consumer rights. The Company has adopted the following complaint procedure for these cases.
- 21.2. The Company undertakes to provide Digital Reception Services and Additional Services after meeting the specified conditions with professional care, in the agreed scope and quality in accordance with normal business practice for similar services.
- 21.3. The client is entitled to complain about defects and shortcomings relating in particular to:
- 21.3.1. the quality of the provided Digital Reception Services or Additional Services;
 - 21.3.2. Prices, if the Client reasonably believes that the Price does not correspond to the Price List and/or the Order;
 - 21.3.3. failure to provide the Digital Reception Services or Additional Services properly and on time for reasons attributable to the Company.
- 21.4. The Client acknowledges that, except for cases specifically regulated in the GTC, he is not entitled to claim for defects in the provided Digital Reception Services or Additional Services if:
- 21.4.1. the services were not provided at all, or were not provided properly, on time and in the required quality for reasons for which the Company is not responsible, i.e. due to an objective obstacle to the provision of the Digital Reception Services,
 - 21.4.2. the failure to provide the Digital Reception Services or Additional Services properly, on time and in the required quality was caused by reasons on the part of the Client or a third party,
 - 21.4.3. The Client has not complied with and/or violated the GTC and/or instructions of the Company or the Partner, or its employees,
 - 21.4.4. The Client provided incorrect, incomplete or misleading information within the reservation and Order,
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- 21.4.5. a circumstance has occurred excluding the liability of the Company or the Partner, and/or a decision has been issued by a state authority or a relevant public authority, due to which the Digital Reception Services cannot be provided at all, or properly, on time and in the required quality.
- 21.5. The Client is entitled to complain about defects and deficiencies within the meaning of this article of the GTC without undue delay after he could have discovered them with due attention, but no later than 30 days from the date of provision of the Digital Reception Services or Additional Services, otherwise the Client's right to report defects and deficiencies shall lapse. The Company is obliged to issue the Client with a confirmation of the claim, which it shall send to the Client immediately after the claim has been made.
- 21.6. The Client may report defects within the meaning of this article either through the Account, in writing to the address of the Company's registered office, or by e-mail. In a complaint, the Client:
- 21.6.1. provide their contact details;
 - 21.6.2. describe in detail the defect and deficiency of the provided Digital Reception Services or Additional Services;
 - 21.6.3. shall attach any evidence justifying his claim.
- 21.7. The Company or its authorized employee (or other designated person) is obliged to inform the Client of his rights when making a complaint to the extent required by the relevant legal regulation, and based on the Client's decision on which of these rights to exercise, the Company will determine the method of handling the Complaint immediately, in complex cases no later than within three business days from the receipt of the Client's decision, and in justified cases with regard to the scope and seriousness no later than within 30 days from the receipt of the Client's decision. In the event that:
- 21.7.1. if it is a removable defect of the Digital Reception Services, Additional Services, the Client has the right to request from the Company free of charge, timely and proper removal of the defect or a reasonable discount on the Price;
 - 21.7.2. if it is an irreparable defect of the Digital Reception Services or Additional Services, the Client has the right to request from the Company the free provision of the Digital Reception Services or withdrawal from the Agreement and a refund of the Price paid;
 - 21.7.3. if it is a repeated, removable defect or a larger number of defects, the Client has the right to request from the Company an appropriate discount on the Payment or withdrawal from the Agreement.
- 21.8. The Company informs the Client about the settlement of the Claim within the period for settlement of the Claim, in the same manner as the Claim was raised by the Client.
- 21.9. The Client has no rights from defective provision of services regarding defects or damage that arose after the provision of the Digital Reception Services, other than as a result of the Company's breach of obligations.

22. Informational obligation

- 22.1. The Client declares that he is aware that the terms of the General Part of the GTC apply to issues not regulated in this part of the Digital Reception GTC, in particular, but not explicitly, information on consumer rights regarding alternative dispute resolution options, complaints to the supervisory authority, consumer rights, liability for defects and
-

conditions for terminating the Agreement, if these apply to the relationship between the Company and the Client according to the relevant legal regulation.

[Annexes follow]

Annex No. 1 to the GTC**Technical requirements for using the Hilbi Platform and receiving the Services****General technical requirements**

JavaScript enabled

Disabled ad blocking or scripts that may affect the functioning of the Hilbi Platform

Allowed cookies (minimum technical)

Hilbi mobile application

iOS: minimum version iOS 13.4

Android: minimum version Android 7.0

We recommend having the latest version of the application installed.

Web version (order)

Supported browsers (minimum version):

Google Chrome: version 64+ (Android: 135+)

Microsoft Edge: version 79+

Mozilla Firefox: version 67+ (Android: 137+)

Opera: version 51+

Safari: version 12+

Web version (video calls)

For video calls to work, you need:

Active camera and microphone

Granting access to these devices to the browser/app

Recommended use of a stable internet connection

Annex No. 2 to the GTC
Sample withdrawal form

Hilbi Health s.r.o.
A. Dubčeka 3558/78
908 51 Holíč
Slovakia

Subject: Withdrawal from agreement

I hereby announce that I withdraw from the contract concluded with the provider: Health s.r.o., Company ID: 51 031 060, Tax ID: 212 058 0033, VAT No.: SK212 058 0033, with its registered office at A. Dubčeka 3558/78, Holíč 908 51, Slovakia, registered in the Commercial Register kept by District Court Trnava, section: Sro, insert number: 40665/T, for the ordered service:

service specifications

order number:

date of order

consumer's name and surname

consumer address

consumer email

I request that the funds be returned to IBAN

Date:

Consumer signature:

Annex No. 3 to the GTC

Sample form for withdrawal from a contract for the provision of services concluded through an online marketplace*[Fill in the name and address of the Partner]***Subject: Withdrawal from contract**I hereby declare that I am withdrawing from the contract concluded with the provider: *[Fill in the name and address of the Partner]*

service specifications

order number:

date of order

consumer's name and surname

consumer address

consumer email

I request that the funds be returned to IBAN

Date:

Consumer signature: