

ProSmile Clinic s.r.o General Terms and Conditions for the Provision of Dental Services

(the 'General Terms and Conditions')

I.

**Recitals**

1. ProSmile Clinic s.r.o. headquartered at Mlynské Nivy 49, 821 09 Bratislava, Ružinov City District, Company ID: 47 244 526, registered with the Bratislava I City Court Commercial Register, Section: Sro, File: 86280/B (the 'Provider') is a provider of outpatient Dental Services.
2. For the purposes of these General Terms and Conditions, the following terms shall have the following meanings:
  - a) Dental Services shall mean health care services rendered by the Provider's health care physicians in the field of dental health; Dental Services include prevention, regular screening, diagnosis, and treatment.
  - b) Urgent Medical Care shall mean medical care rendered to a person whose health condition has rapidly deteriorated, which may threaten their life or any of their essential life functions, seriously endanger their health without urgent medical care, cause them sudden and excruciating pain, or cause a sudden change in their behavior and actions under the influence of which they may immediately endanger themselves or their surroundings.
  - c) Medical Care shall mean the entire treatment by a Physician, which constitutes the basic unit of healthcare delivery.
  - d) Physician shall mean a health care professional appointed by the Provider to provide Medical Care to a person; if such Physician is a dentist, they are referred to as the Attending Physician; if the Physician is a nurse, they are referred to as the Attending Nurse, if the Physician is a dental hygienist, they are referred to as the Attending Hygienist.
  - e) Medical Record shall mean a collection of data on a person's health status, Medical Care, and services related to the provision of Medical Care received by the person.
  - f) The Patient shall mean an individual who receives Medical Care from the Provider.
  - g) The Agreement shall mean the Medical Care Provision Agreement signed by the Patient and the Provider. Under the Agreement, the Provider wishes to provide the Patient with Medical Care for a price determined according to the Patient's diagnosis and the need to perform certain dental procedures under the terms and conditions set forth therein. The Agreement shall be executed in writing only. Notwithstanding the foregoing, the Agreement shall be construed effective if the Patient receives Medical Care from the Provider without having a written Agreement with the Provider for any reason.
  - h) The Price Schedule shall mean a list of medical procedures provided by the Provider indicating the total price of the medical procedure detailing the sum of the Patient's copayment and the sum covered by the Health Insurance. The Price Schedule is disclosed at the Provider's waiting room/reception desk.
  - i) Specialized Dental Provider Agreement shall mean the agreement made by the Patient and the Provider stipulating the terms and conditions for the provision of specialized dental health care in the area indicated by the Patient and diagnosed by the Provider. Specialized Dental Provider Agreement shall not mean the agreements between the Patient and any third-party health care provider.
3. The General Terms and Conditions stipulate certain aspects of the Agreements executed by the Provider and the Patient. The General Terms and Conditions stipulate master Medical Care provisions. Notwithstanding

the foregoing, Medical Care shall be governed by the applicable laws. The provisions of these General Terms and Conditions applicable to the provision of Medical Care stipulate the relationship between the Patient and the Provider and mutual rights and duties of the Patient and the Provider with regard to the provision of Medical Care in addition to the applicable laws insofar as permitted by the applicable laws.

4. The Provider has an effective Health Insurance Partner Agreement with the following Health Insurance Companies: Všeobecná zdravotná poisťovňa, a.s., Union zdravotná poisťovňa, a.s. a Dôvera zdravotná poisťovňa, a. s.
5. The Provider provides comprehensive services to Patients in the field of rescue dentistry, surgery, prosthetics, implantology, pediatric dentistry, endodontics, radiology, and dental hygiene for a price by Physicians specialized in the field.

## II.

### Medical Care & Medical Care Provision Agreement

1. To receive Medical Care, the Patient shall make an appointment with the Provider by telephone, in person, or through an online form available on the Provider's website: [www.prosmile.sk](http://www.prosmile.sk) to arrange an appointment. The date of appointment shall be observed by both the Patient and the Provider. The Patient may cancel the appointment at any time but no later than 24 hours before the appointment or reschedule the appointment to another date.
2. The Provider may charge the Patient a **€30 no-show fee** if the Patient:
  - A) Cancels the treatment appointment within less than 24 hours
  - B) Fails to show without notice on the scheduled appointment that was booked by the Patient and approved by the Provider.
  - C) Arrives at the scheduled treatment appointment with an infectious disease, e.g. Herpes or any other disease preventing the provision of Health Care.
3. The Provider may charge the Patient a **reservation fee** as given in the Price Schedule before the appointment if, in the preceding 18 calendar months, the Patient:
  - A) Failed to show up at least 2 times on the appointment
  - B) Cancelled or Changed the date of the appointment at least once.The Appointment Fee paid will be deducted from the total price paid by the Patient after the provision of Medical Care on the relevant date of treatment.
4. The Provider may charge the Patient the **reservation fee** in line with the Price Schedule even if the Patient:
  - A) Shows up late for the treatment appointment when it is no longer possible to provide Medical Care.
  - B) Shows up at the appointment but refuses to receive Medical Care.
5. The Patient who has an appointment for Healthcare provided under general anesthesia is entitled, within the scope of the reservation fee paid, change the date and time of the scheduled appointment a maximum of two times, and only on the basis of prior confirmation from their attending physician that they do not recommend the Patient undergo the procedure under general anesthesia. The paid reservation fee is forfeited and is not credited towards the healthcare provided if the Patient changes the date of Healthcare provided under general anesthesia without prior confirmation from their attending physician, or changes it with prior confirmation from their attending physician, but more than twice.

6. The Patient who has booked an appointment for Healthcare to which a prior reservation fee applies (except in the case referred to in Article II, paragraph 5 of these Terms and Conditions), is entitled, within the scope of the paid reservation fee, to change the date and time of the scheduled appointment no more than twice and only on the basis of prior confirmation from their attending physician. The paid reservation fee shall be forfeited and shall not be credited towards the healthcare provided if the Patient changes the date of Healthcare without prior confirmation from their attending physician or changes it more than twice, even with prior confirmation from their attending physician.
7. The Provider shall provide Medical Care to the Patient under the Agreement signed by the Provider with the Patient no later than on the date of the first provision of Medical Care to the Patient by the Provider. This shall not apply to the provision of Urgent Medical Care and Specialist Medical Care that may be required from time to time.
8. The Agreement may be terminated by:
  - a. Written agreement.
  - b. Withdrawal
    1. Given by either Party for any or no reason with a one-month notice period, which shall begin on the first day of the month following the month in which the notice was served on the other Party.
    2. Given by the Provider if The Patient gets in payment default for more than 30 days of an advance invoice under Article II (15) of the General Terms and Conditions or any part of the fee for Medical Care provided previously with a 15-day notice period, which shall begin on the first day of the month following the month in which the notice was served on the other Party
    3. Given by the Provider if the Patient repeatedly fails to show up for the treatment appointment and fails to communicate the no-show to the Provider in advance as mandated by Article I (1) (3) of the General Terms and Conditions with a 15-day notice period, which shall begin on the first day of the month following the month in which the notice was served on the other Party
    4. Given by the Provider if the Patient refuses to undergo an X-ray examination indicated by the Attending Physician with a 15-day notice period, which shall begin on the first day of the month following the month in which the notice was served on the other Party
    5. Given by the Patient for no reason
  - c. By the withdrawal given by the Provider if
    - i. The Provider's capacities are exceeded
    - ii. The attending physician has a personal relationship with the Patient or their legal representative, which could compromise an objective assessment of their medical condition.

Notwithstanding the foregoing, the duty of the Patient to pay any and all outstanding fees to the Provider for Medical Care provided to the Patient by the Provider during the term of the Agreement shall survive the termination of the Agreement indefinitely until they are all paid.

9. The Provider provides the Patient with medical care by the Attending Physician individually as may be required from time to time based on the nature of the Patient's diagnosis and the need to perform Specialized Medical Care on the Patient.
10. The Patient shall communicate to the Attending Physician at each appointment any and all facts that could affect the Patient's health condition, including, but not limited to, medical history, infectious diseases, pregnancy, acute nausea, or other change in health condition. The Provider and the Attending Physician waive any liability for damage or deterioration of the health condition of the Patient who has failed to communicate the information above.

11. The Patient shall immediately communicate to the Provider any changes in their personal data, including, but not limited to, change of surname, address, telephone number, and health insurance company.
12. The Patient shall produce their insurance card and proof of identity on the appointment. People under the age of eighteen must be accompanied by a guardian or other adult person authorized in writing by the legal guardian to represent and make decisions on behalf of the minor Patient.
13. Before the provision of Medical Care, the Attending Physician shall communicate to the Patient the purpose, nature, consequences, and risks of the Medical Care procedure, the reason for the proposed procedures, and the risks if the procedure is rejected by the Patient. This communication shall be made in writing and a clear and considerate manner without undue duress or pressure, and the Patient shall be given enough time to think whether they want to give or refuse the informed consent (the 'Informed Consent'). The Patient may refuse the Informed Consent. The Patient may revoke their Informed Consent at any time.
14. The Patient shall read and learn the contents of the Informed Consent relating to the provision of Medical Care to the Patient. Notwithstanding the emotional state of the Patient resulting from the planned Medical Care procedure, the Patient shall read the contents of the Informed Consent and consider the consequences of their decision.
15. During the provision of Medical Care, the Patient shall have the right to i) the protection of dignity and respect for their physical integrity and psychological integrity, ii) information concerning their health condition, iii) seek information about the procedure, iv) refuse the Medical Care procedure except in the cases stipulated in the applicable laws allowing to render Medical Care without the Informed Consent, and v) protection and confidentiality of all information concerning their state of health and facts related to their state of health, unless the Attending Physician has no such duty to maintain confidential thereof under the applicable laws.
16. The Patient shall pay the Provider the portion of the total price for the provision of Medical Care that is not covered by public health insurance and that the Patient has agreed to in advance.
17. **The Provider may charge the Patient an advance payment of 50% of the estimated total price of the planned Medical Care procedure in the areas of prosthetics, surgery, procedures under general anesthesia, and other procedures determined by the Provider that the Patient agreed to in advance.** The Patient agrees and acknowledges that such Medical Care will be provided to the Patient after making the advance payment thereof. **If the Patient fails to show up on the scheduled appointment without prior notice or notice served less than 48 hours in advance or comes with an infectious or other serious illness that constitutes an obstacle to the provision of the planned Medical Care procedure, the Provider may charge a contractual the Patient a fee equal to the advance payment made for the scheduled Medical Care procedure.** The Provider may offset the fee above from the advance payment made for the relevant Medical Care procedure. Article II (3) of the General Terms and Conditions shall not apply to the scenario above.
18. The Provider provides a standard warranty for the quality of materials and products used for prosthetic products (2 years), implants (for 5 years), fillings, and endodontics (for 2 years). The warranty period begins on the date of the treatment when the products and materials were incorporated into the treatment of the Patient. The warranty does not cover complications (defects) caused by the Patient themselves, by improper hygiene or care contrary to the instructions of the Attending Physician or caused by the intervention of a third party, for causes other than defective material and for causes related to the biological factors of the Patient's organism and damage caused beyond the reasonable control of the Provider, i.e. Patient injury, falls, or blows to the face damaging the Implant or the area thereof. The Provider disclaims all warranties if the Patient fails to maintain proper oral hygiene, show on regular check-ups with the Provider, including preventive check-ups (adult Patients once per calendar year for adult and minor Patients twice per calendar year), show on regular appointments with the dental hygienist according to the recommended frequency of appointments determined by the Attending Physician, (adult Patients twice in each calendar year and minor Patients twice in each calendar year).

19. The Patient shall seek a refund covered by the warranty with the Provider immediately after discovering any failures on the part of the Provider. The Provider shall respond to the refund request within 30 days from the date of the refund.
20. If the Patient believes that the Health Care has not been provided correctly or disagrees with the proposed procedure of the Attending Physician, they have sent a written request for an additional opinion to the Provider for correction. The request of the Patient shall include relevant photos and other evidence referred to in the request proving that the Provider's Health Care procedure was incorrect. The Provider shall inform the Patient in writing about the manner of handling the request within 30 days from its receipt, unless the nature of the complaint does not imply an immediate action or sooner reply than 30 days. If the Provider fails to comply with the Patient's request or fails to inform the Patient of the manner of handling the request, the Patient shall have the right to apply to the Health Care Supervisory Authority for supervision or another authority competent to exercise supervision if the request was complaining about the soundness of the Health Care procedure or if the request relates to another decision of the Attending Physician respectively.
21. Upon termination of the Agreement, the Provider undertakes to hand over a copy of the Patient's Medical Records to the new Provider with whom the Patient has entered into the Agreement within 7 days of the request.
22. The Patient may inspect their Medical Records with the Provider, to make extracts or copies on the spot. The Provider shall never send any part of the Medical Records to the Patient by mail.

### **III.**

#### **Personal Data Protection**

1. Patient's personal data are processed in accordance with the provisions of Section 16(2)(h) of Act No. 18/2018 Coll., the provisions of Act No. 576/2004 Coll. and the provisions of related legislation. The Provider shall keep personal data and data on the Patient's health care and health status for 20 years from the date of the last treatment of the Patient by the Provider. After the expiry of this period, all the Patient's data shall be removed from the Provider's information system.
2. Patient's personal data in the scope of name, surname, birth number, contact details, dates of visits, name and surname of the treating health care professional, age, gender and health insurance company, data on the Patient's health condition - diagnosis, medical history, previous health care procedures, medications and medical devices used, allergies, diseases and health condition of the Patient, treating doctors of the Patient, data on the performance of health care by the Provider, medicines and medical devices used in the performance of health care, will be processed in the XDent information system, designed for the management of Patients within the Provider. The operator of this information system is the company Infinity Apps s.r.o., based in Budatínska 3230/16A, 851 06 Bratislava, ID No.: 55 896 201, namely for the purpose of providing health care; maintaining the Patient's medical documentation; fulfilling obligations towards health insurance companies, NCZI; fulfilling obligations and providing cooperation towards the Health Care Supervisory Authority and the higher territorial unit; online and offline communication with the Patient; fulfilling the Provider's obligations as an operator under generally binding legal regulations. Personal data under this point will be processed by intermediaries (§ 34 of Act No. 18/2018 Coll.) and may be disclosed to third parties.
3. The Patient's personal data in the scope of name, surname, birth number, contact details, name and surname of the attending health care professional, age, gender and health insurance company, data on the Patient's health condition - diagnosis, medical history, results of imaging techniques in the health care provided, will be processed in the information system designed for the processing of dental imaging techniques of the Patient's dental imaging of the Carestream and iRYS/My Ray software, within the Provider's framework. The Provider is the operator of the information system for the purpose of providing

healthcare; maintaining the Patient's medical records; fulfilling obligations towards health insurance companies, NCZI; fulfilling obligations and providing cooperation to the Health Care Supervisory Authority and the higher territorial unit; fulfilling the Provider's obligations as an operator under generally binding legal regulations. Personal data under this point will be processed by intermediaries (§ 34 of Act No. 18/2018 Coll.) and may be disclosed to third parties.

4. The Patient's personal data in the scope of name, surname, date of birth, telephone contact, place of residence, nationality, data related to the legal relationship, including payments and information on the fulfilment of obligations in the legal relationship will be processed in the XDent information system, designed for the registration of payments and for the recovery of the Provider's receivables. The operator of this information system is Infinity Apps s.r.o., with registered office at Budatínska 3230/16A, 851 06 Bratislava, ID No.: 55 896 201. The personal data under this point may be provided and will be processed by the general court competent for proceedings against the Patient, bailiffs, attorneys selected by the Provider and tax authorities competent for the Provider.
5. The legal basis for the processing of the Patient's personal data is the provision of health care on the basis of a special contractual relationship envisaged by Act No. 576/2004 Coll. 578/2004 Coll., No. 580/2004 Coll., No. 581/2004 Coll., No. 362/2011 Coll., Decree of the Ministry of Health of the Slovak Republic No. 444/2019 Coll., as well as the fulfilment of other obligations of the Provider arising therefrom, in accordance with generally binding legal regulations /e.g.
6. The legitimate interests in the processing of the Patient's personal data are, in particular, the provision of health care, the fulfilment of obligations imposed by law, the improvement of the quality of services provided by the Provider.
7. The Patient, as a data subject, has the right, upon written request, to request from the Provider a) confirmation whether or not personal data about him/her are processed; b) the category of the processed data; c) identification of the recipients or category of recipients to whom the personal data have been or are to be provided; d) the retention periods of the personal data; e) the right to request from the Provider the correction of the Patient's personal data; f) the right to initiate the procedure pursuant to Art. 18/2018 Coll.; g) the source from which her personal data were obtained for processing; h) the existence of automated individual decision-making, including profiling.
8. The patient as a data subject shall have the right to object to the Provider, upon written request, to the processing of his/her personal data processed for direct marketing purposes, including profiling. If the Patient as a data subject objects to the processing of personal data for direct marketing purposes, including profiling, the Provider may no longer process such personal data for the purpose of direct marketing. The Provider shall not use automated individual decision-making, including profiling, for the processing of the Patient's personal data. The Patient's personal data will not be transferred to third countries outside the European Union.
9. The Patient has the right to object to the violation of the handling of personal data at the Office for Personal Data Protection.

#### **IV.**

##### **Final Provisions**

1. The General Terms and Conditions shall form an integral part of the Agreement. If there is any conflict between the Agreement and the General Terms and Conditions, the provisions of the Agreement shall prevail if they can be severed from the General Terms and Conditions.
2. The provisions of the General Terms and Conditions shall be governed by the applicable laws of the Slovak Republic. Should any provisions of the Agreement or the General Terms and Conditions becomes ineffective,

the remaining provisions of the Agreement and the General Terms and Conditions shall be severed and deemed effective.

3. The Provider reserves the right to amend and/or supplement the General Terms and Conditions, in which case the Patient shall comply with the updated version of the General Terms and Conditions after thirty days from the date the amended version has been disclosed on the Provider's website. Any changes to the General Terms and Conditions shall be disclosed by an update notice published on the Provider's website at least thirty calendar days before the change takes effect. Together with the update notice, the full version of the General Terms and Conditions will be published on the Provider's website after the update.
4. If the Patient does not agree to the change to the General Terms and Conditions, the Patient may withdraw from the Agreement for this reason by serving a notice of withdrawal on the relevant Provider until the updated General Terms and Conditions come into effect. Such termination or withdrawal shall be effectuated in writing. The Patient may not withdraw from the Agreement if the update to the General Terms and Conditions was effectuated by new applicable laws relevant to the Agreement and the legal relationship between the Patient and the Provider, nor if the update to the General Terms and Conditions will not have any effect on the legal position of the Patient established by the Agreement.
5. These General Terms and Conditions shall come into force and effect on 1<sup>st</sup> April 2026.