

GENERAL TERMS AND CONDITIONS FOR TESTS WITH OUT-OF-POCKET PAYMENT (SELF-PAYMENT)

I. INTRODUCTORY PROVISIONS

1. Medirex and Medicyt, members of the **MEDIREX GROUP**, are authorized to provide healthcare services (laboratory tests) in the following fields on the basis of valid permits and in accordance with the relevant legal regulations.
2. Among other services, Medirex and Medicyt also offer Clients Products that can be purchased by Clients or other parties pursuant to the provisions of Art. II. of these General Terms and Conditions. In order to regulate in more detail the mutual rights and obligations related to the provision of Out-of-Pocket Tests offered as Products, the Provider issues these **GENERAL TERMS AND CONDITIONS FOR OUT-OF-POCKET TESTS** (hereinafter referred to as "**GTC**").
3. In the event that any issues, contractual relations, rights or obligations of the parties to the contractual relations are not regulated in the provisions of these GTC, the provisions of the currently valid and effective General Terms and Conditions for the Provision of Laboratory Testing published on the Website shall apply mutatis mutandis and in support of the provisions of these GTC.

II. DEFINITIONS

- a) "**Price List**" - the valid price list of the Provider, which is published in digital form on the Website and/or located in the individual operations of the Provider in printed form;
- b) "**Gift Voucher**" - means a Product intended for third parties representing the authorization of the holder of the voucher to undergo the purchases Test after ordering for an appointment via the Website. The Gift Voucher for the above purpose is issued by the Provider itself and/or by third parties. The Gift Voucher is valid for 12 (twelve) months from the date of purchase;
- c) "**Digital Tools**" - the Patient Zone application;
- d) "**Website**" - the www.medirex.sk website;
- e) "**Explanations**" - additional services in the form of non-binding explanation of the Results after the Test has been performed, offered by the Provider through the Patient Zone. The provisions of these GTC applying to Products shall apply mutatis mutandis to Explanations, unless expressly provided otherwise;
- f) "**Explainer**" - the provider of Explanations who, on the basis of a contractual relationship with the Provider, provides non-binding explanation of the Results to the Clients who purchase such services from the Provider. Explanation may be purchased solely for the purpose of explaining the Results of Tests performed by the Provider. The provisions of these GTC applicable to the Provider shall also apply mutatis mutandis to the Explainer, unless expressly provided otherwise;
- g) "**Informed Consent**" - is the demonstrable consent of the Client to the provision of healthcare service by the Provider, which was preceded by instructions provided pursuant to Act no. 576/2004. Informed Consent shall also represent such demonstrable consent to the provision of healthcare service, which was preceded by a rejection of receiving instruction. Informed consent must be signed by the Client.

- h) "**Client**" - a person who enters in a binding relationship with the Provider being a self-payer for the Tests, based on paying for the Product himself/herself) or payment by a third party and based on completion of the Requisition Form by the Physician and the delivery of the Sample to the Provider by the Physician or the Client, or by collecting the Sample directly in the Provider's premises whereas the Provider provides him/her with healthcare and related services;
- i) "**Consultations**" - services in the form of non-binding consultations prior to the Test, offered by the Provider through the Patient Zone, in order to select the most suitable Test for the Client's needs. The provisions of these GTC applicable to the Products shall also apply mutatis mutandis to Consultations, unless expressly provided otherwise;
- j) "**Consultant**" - the provider of Consultations who, under a contractual relationship with the Provider, provides Consultations to the Clients who purchase such services from the Provider. The provisions of these GTC applicable to the Provider shall apply mutatis mutandis to the Consultant, unless expressly provided otherwise;
- k) "**Laboratory**" - the Provider's central laboratory located at the following addresses: i) Galvaniho 17/C, 820 16 Bratislava, ii) Magnezitárska 2/C, 040 13 Košice, Dargovských hrdinov iii) Novozámocká 67, 949 05 Nitra;
- l) "**Physician**" - a healthcare provider, except for the Provider, who collected the Sample from the Client and completed the Requisition Form for him/her;
- m) "**Medicyt**" – Medicyt, s.r.o., Company ID: 36 544 230, with registered office at Holubyho 35, 902 01 Pezinok, registered in the Commercial Register of the Bratislava I District Court, section: Sro, file no.: 44112/B, www.medicyt.sk, holder of a valid authorization for the provision of healthcare services in a facility of joint examination and treatment units in the field of pathology;
- n) "**Medirex**" - Medirex, a.s., Company ID: 35 766 450, with registered office at Holubyho 35, 902 01 Pezinok, registered in the Commercial Register of the Bratislava I District Court, section: Sa, file no.: 4185/B, www.medirex.sk, a holder of a valid authorization for the provision of healthcare services in a facility of joint examination and treatment units in the fields of clinical biochemistry, hematology and transfusion medicine, clinical immunology and allergology, clinical microbiology and medical genetics;
- o) "**Medirex Partner**" - a physician or a healthcare provider performing the Sample collection from the Client based on a contractual relationship with the Provide for the purpose of the subsequent Test Medirex Partner is also entitled in some cases to order the Test on behalf of the Client, to complete the Requisition Form together with the Client and to accept payment from the Client for the Product, which will then be invoiced to the Medirex Partner by the Provider. Henceforth in these GTC also referred to as Physician where appropriate;
- p) "**Mobile Sample Collection Point**" - a location defined by a specific address and city, where the Provider collects a Sample from the Client in accordance with these GTC which is performed by a healthcare professional and/or Medirex Partner; the Mobile Sample Collection Point serves exclusively for COVID-19 Tests;
- q) "**Home Sample Collection**" - Self-pay test carried out by Medirex Partner at a location of the Client's choice using a mobile ambulance car. The Client will be informed of the specific conditions and rules for the provision of Home Sample Collection when ordering this type of Product through the Website;
- r) "**Sample Collection Centre**" - a location defined by a street address, city, house number, or floor and room number, if any, where the Provider collects a Sample from the Client by way of

healthcare professional and/or Medirex Partner and completes the Requisition Form in accordance with these GTC; the Provider's employees or Medirex Partner, if any, in the Collection Centers also ensure, among other things, the signing of relevant documents and the verification of the Clients' identity for this purpose;

- s) **"Patient Zone"** - a digital application available to Clients with a valid registration on the Website enabling access to a personal, client-dedicated protected zone, offering the possibility of own administration of Client settings, including access to the results of his/her Tests as well as other information that represent the updated content of the Patient Zone;
- t) **"Payment Gateway"** - a digital means of the Provider used for payments for certain Products available on the Website;
- u) **"Payment Voucher"** – a Product representing an authorization of the holder of the voucher to purchase Tests solely from the Provider's offer in the value specified on the relevant Payment Voucher. The Payment Voucher for this purpose is issued by the Provider itself and/or it is issued through third parties. The Payment Voucher is valid for 12 (twelve) months from the date of its purchase;
- v) **"Provider"** - Medirex and/or Medicyt respectively, depending in individual cases on which of them the Client has a binding relationship with, and which of the two he/she requested to perform the Test;
- w) **"Test Voucher"** - A product serving to enable third parties to make an appointment and get a specific Test at a specific time and place at a selected Sample Collection Centre, representing the authorization of the Voucher holder to undergo the purchased Test. The Test Voucher is issued by the Provider and can be purchased exclusively through the Website. The validity of the Test Voucher lasts until the date of validity of the purchased Test;
- x) **"Data Protection Regulations"** - currently applicable generally binding legislation in the field of personal data protection applicable and effective at the decisive moment, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/ES (General Data Protection Regulation), and Act no. 18/2018 on the Protection of Personal Data and on the amendment of certain laws;
- y) **"Manual"** - laboratory manual published on the Website with information on pre-analytical procedures (the principles of sample collection and storage of samples until their receipt by the Provider), the method of labelling of the samples, the type of Tests provided, the frequency of testing (daily, weekly, monthly) and the Test benchmarks;
- z) **"Products"** - Tests offered and and/or other services related to the performance of Tests, performed by the Provider which the Clients or other persons may purchase in the manner specified in these GTC;
- aa) **"Test"** – a laboratory test performed by the Provider in the fields of clinical biochemistry, hematology and transfusion medicine, clinical immunology and allergology, medical genetics and pathology, and clinical microbiology, which the Provider is entitled to provide in accordance with the valid permit for the purposes of these GTC, these are only Tests that are not covered by health insurance policy but paid directly by the Client (**Self-payer Test**) and test to detect the presence of COVID-19 disease in the Client in the sense of measures related to the epidemiological situation in the Slovak Republic, which is ordered by the Client himself through the Internet site (**COVID-19 Test**);

- bb) "**GTC**" - these general terms and conditions for the provision of Examinations;
- cc) "**Result**" - the result of the Test provided on the result sheet;
- dd) "**Sample**" - a Sample of biological material collected from the Client intended and eligible for the Test, which was taken over by the Provider or delivered to the Provider;
- ee) "**Act no. 576/2004**" - Act no. 576/2004 on Healthcare, Services Related to the Provision of Healthcare and on the amendment of certain laws as amended;
- ff) "**Act no. 578/2004**" - Act no. 578/2004 on Health Care Providers, Healthcare Professionals, Professional Organizations in Healthcare and on the amendment of certain laws as amended;
- gg) "**Act No 355/2007**" - Act No. 355/2007 on the protection, promotion, and development of public health and on the amendment and supplementation of certain acts, as amended;
- hh) "**Requisition Form**"- paper-based, or electronic document ordering the Tests, which is completed by the Provider's employee, the Client or the Physician according to the type of purchased Product available electronically on the Website.

III. GENERAL PROVISIONS ON THE PRODUCTS AND RESULTS:

1. The Provider offers the Clients the performance of the Products which comprise the Tests, which will be performed by the Provider on the basis of the Requisition Form completed by the Provider's authorized employee and Samples collected directly by the Provider's employees in the Sample Collection Centre or as the case may be, by Physician.
2. By paying the price of the Product, the Client voluntarily and without any coercion enters into a binding relationship with the Provider, regardless of the entity issuing the order on behalf of the Client and the manner of payment by the Client. With regards to the cytological and histological Tests purchased pursuant to Article III.3(b) of these GTC, the Client enters into a contractual relationship with Medirex, even though Medicyt is the final party performing these Tests. Medirex is authorized to collect advance payments for the benefit of Medicyt for the Tests performed by Medicyt
3. The Client may purchase the Tests:
 - a) via the Website;
 - b) by way of Payment gate after the Tests are ordered by the Physician
 - c) in person, in the Sample Collection Centre;
 - d) in person, by way of a Medirex Partner;

whereas these options for individual types of Products are described in more detail in Art. IV. and V. of these GTC.

4. Further specifications and prices of the Products are listed on the Website. The Test will be performed by the Provider only after receipt of payment for the Test.
5. Payment of the price for the Test upon its purchase it in any of the ways stipulated herein is deemed the payment of an advance for the Product in the amount of the full price of the Product, which will then be reconciled with the price of the Product upon the provision of the Test by the Provider. The above does not apply to Gift Vouchers, Test Vouchers and Payment

Vouchers

6. Upon sending the Results of the duly paid and provided Product, the Client will be sent a tax document – a billing invoice. The billing invoice will be sent to the Client in electronic form only in PDF format, which the Client hereby agrees to.
7. Products purchased pursuant to Article III, (3), (b) of these GTC shall be deemed to have been delivered after all parameters of all Products of a given order have been evaluated, even where the Products consist of several partial Self-Payer Tests. The Client will receive a single billing invoice after the last parameter of the last Product of the order has been evaluated.
8. The Client is not entitled to return the purchased Product. Where the Client fails to arrive at the agreed date and time at the Sample Collection Centre or Mobile Sample Collection Centre for the purpose of the Test or Sample collection, the deposit paid shall be set off against the penalty for missing the selected appointment for the Test in the amount of 100% (in words: one percent) of the advance payment paid.
9. The Provider is entitled to **refuse to accept the Sample** for the following reasons:
 - a) the Requisition Form and/or the Sample collection container do not bear the data necessary for the identification of the Sample and/or the Manual and/or the data is illegible, whereas data shall be understood to mean:
 - (i) the name and surname of the Client;
 - (ii) the Client's birth ID number; if the Client does not have a birth ID number assigned, the date of birth;
 - (iii) the Client's permanent residence address;
 - (iv) the designation of the Self-payer Test F - this fact shall be indicated by the Physician on the Requisition Form by the word "SELF-PAYER";
 - (v) the date and time of the Sample collection;
 - (vi) an indication of the requested Test;
 - (vii) the name, surname, stamp, and signature of the Physician, except that the foregoing shall not apply to Self-payer Tests where the Sample is provided to the Provider by the Client himself/herself; and
 - (viii) the date of issue of the Requisition Form and, if applicable, other necessary data (e.g. height, weight of the Client, diuresis, antibiotics administered, time of their administration, dose size, etc.) or data specific to particular types of Tests (e.g. for genetic tests, cytological tests, prenatal screening, etc.), a list of which is provided in the Manual and/or on the Provider's Website;
 - b) The Physician/Client failed to deliver the Requisition Form along with the Sample;
 - c) the data on the Sample collection container and the Requisition Form do not match;

- d) a Sample has been delivered that has clearly violated the principles of proper collection and/or storage as outlined for the particular biological material in the Manual and is so degraded that it cannot be tested in a feasible or expedient manner;
 - e) The Requisition Form or the outer part of the sample collection container with the Sample is contaminated (e.g., with biological material);
 - f) The Physician/Client requests a Test that the Provider is not authorized to perform or does not perform under the applicable Authorization;
 - g) the identity of the Client cannot be verified and/or confirmed with a reasonable degree of certainty;
 - h) the details of the person indicated on the Requisition Form do not correspond to those of the Client who presents himself for the collection of the Sample;
 - i) the Test has not been reimbursed to the Provider or Medirex Partner; or
 - j) in other cases specified in these GTC.
10. If, after receipt of the Sample, the Provider finds that due to the failure to comply with the principles of proper collection of biological of the material, due to the Physician's procedure being contrary to the principle of *lege artis* procedure and/or for other reasons, it will not be possible or expedient to properly perform the required Test of the received Sample, the Physician/Client shall be informed of this fact in the result sheet.
11. After their validation by the competent employee of the Provider, the Provider shall deliver the Results of the Tests, depending on the type of the Test performed, and in the approximate time of delivery of the Result indicated for each type of Test on the Website in the following forms:
- a) if the Sample was collected at a Physician's office, the Results will always be delivered to the given Physician and, in case of verifying of the Client's identity, also to the Client using the Digital Tools and/or in digital form by email with an encrypted attachment containing the Result, unless the above is prohibited by the Act no. 576/2004;
 - b) if the Sample was collected by the Provider in a Sample Collection Centre, the Results will be delivered directly to the Client, namely:
 - (i) **in digital form by email** with an encrypted attachment containing the Result without any undue delay after a medical examination and validation of the Result;
 - (ii) **in digital form using the Digital Tools** without any undue delay after a medical examination and validation of the Result; or
 - (iii) **in exceptional cases in person in written form** upon the Client's arrival at the Laboratory at his/her own request for a fee in accordance with the Price List;
 - c) where this concerned a COVID-19 Test, the results will also be delivered to the

National Center for Health Information; and

- d) if the Test has revealed the presence or suspicion of a communicable disease or the carriage of pathogenic microorganisms by the Client pursuant to Annex no. 5 of Act no. 355/2007, in accordance with Section 52(5)(a) of Act no. 355/2007, the Provider shall be obliged to immediately report this finding to the Public Health Authority, the Regional Public Health Authority and/or the operator of the central register of communicable diseases.

12. The Provider shall not be liable for delayed delivery of the Results after the indicative delivery time indicated on the Website for each type of Test due to objective reasons such as force majeure as well as other objective reasons, including but not limited to the following:

- in the event of **an objective impediment to the performance of the Test** (e.g. malfunction of the instrument used to perform the Test, power failure, etc.);
- in the event of **an objective impediment to the communication of the Result** (e.g. due to a malfunction of the Internet access, software or hardware error on the part of the Provider, the Client and/or a third party providing the Provider or the Client with services ensuring electronic data transmission, a traffic accident of the vehicle delivering the Result, postal delays, etc.); whereby

for the duration of the objective impediment, the Provider shall not be in default in communicating the Result to the Client, irrespective of whether or not the impediment has been communicated to the Client. Upon sending of the Result by the Provider, the Result shall be deemed to have been duly notified to the Client.

13. The Client acknowledges that if he/she is diagnosed with a communicable (infectious) disease, (i) he/she is obliged to communicate the result of the Test to his/her attending physician, (ii) and if he/she is aware of the source of the infection, he/she is obliged to identify said source to his/her attending physician or otherwise provide the physician with all information to determine the source; (iii) to determine the group of individuals to whom he/she could have transmitted the disease, (iv) and to behave in such a way so as to prevent the transmission of such disease to other individuals

14. The Provider declares that it will develop every effort when performing the services under these GTC in such a way that the Results are as accurate and complete as possible, in accordance with professional and legislative regulations and the principle of *lege artis*. However, the Provider shall not be liable for any inaccuracy and/or incompleteness of the Results where such arose and/or was caused by various objective reasons beyond the Provider's control.

15. The Provider shall be exempt from liability for partial or incomplete non-performance of its obligations under these GTC or a separate contract, if such non-performance is caused by circumstances beyond the Provider's control which prevent it from fulfilling its obligations, if, in view of all the circumstances, it is not possible for the Provider to reasonably foresee that it could have averted or overcome such circumstances. If the Provider cannot fulfil its obligations due to objective force majeure circumstances, it shall notify the Client of this fact.

16. The Provider shall publish on its Website information about the Tests provided, the

approximate time of delivery of the Result, the currently applicable GTC and other information regarding the performed Tests.

17. The Client acknowledges he/she is obliged to consults all Results delivered by the Provider in any form shall with a Physician, and that is necessary to consider them in a broader context in relation to the Client's overall clinical state and medical history and cannot be used as a substitute for complete professional medical care.
18. The Client is responsible for the accuracy, completeness and sufficient quality of the Samples delivered to the Provider by the Client up to the moment of their receipt by the Provider. The Client is also responsible for the truthfulness of the data relating to the Sample delivered by him and solemnly declares that the Sample delivered by him/her represents a sample of his/her biological material.

IV. TESTS

1. The Provider undertakes to carry out the Tests on the basis of:
 - a) a Requisition Form correctly and fully completed or electronically completed by s Physician, where the Client's Sample for the Test is taken from the Physician on the basis of the Physician's indication or the Client's request;
 - b) correctly and fully completed or electronically completed Requisition Form and Client's Sample collected by the Provider at the Sample Collection Centre; or
 - c) a correctly and fully completed written Requisition Form from the Physician, delivered by the Client to the Sample Collection Center, pursuant to which the Client's Sample will be collected at the Sample Collection Center for the Test.
2. Duly completed Requisition Form delivered to the Provider from the Physician together with the Sample shall be deemed a binding order for the requested Test. In the case of a Test purchased through the Website, the creation of an Order and payment for the Test shall be deemed a binding order for the Test.
3. The Client undertakes to allow the Provider or the Physician/ to collect the Sample according to their instructions.
4. In the event that the testing of the Sample is covered by health insurance but the collection of the Sample is not, the Client shall allow the Provider to collect his/her Sample as instructed by the Provider, whereas the cost of the Sample collection shall be paid by the Client to the Provider directly at the location of Sample collection in accordance with these GTC.

A. Self-payer Test carried out on the basis of Sample collected by the Physician

1. The Provider undertakes to perform the Self-payer Test based on a Requisition Form correctly and fully completed or electronically completed by the Physician.
2. One of the Products offered by the Provider on the Website may also be such Self-Payer Test performed upon the indication of the Physician, where the Physician is a Physician who is in a contractual relationship with the Provider for such type of cooperation.
3. The Physician shall collect the sample for the performance of the Self-payer Test from the Client.

4. In case of existence of a separate agreement between the Physician and the Provider, the Provider shall arrange the transport of the Sample from the Physician at his/her own expense, namely from the sample collection points and at the times specified in the separate agreement or otherwise mutually agreed between the Physician and the Provider.
5. Where the Provider does not have a separate agreement with the Physician who collected the Sample from the Client, the Client shall arrange for the delivery of the Sample to the Provider in accordance with the Provider's standard rules for Sample collection and storage so that the Sample is fit for receipt, transport and testing by the Provider. The Sample shall be delivered by the Client at his/her own expense to the Provider's Laboratory on working days at the times indicated on the Website or directly at the Provider's premises. The Client is responsible for the Sample, its quality and suitability for testing until it is taken over by the Provider. If the aforementioned conditions are not fulfilled and/or the Sample fails to meet the parameters or conditions for its takeover and testing, the Provider shall be entitled to refuse to accept the Sample and/or to perform the Test in accordance with these GTC.
6. As a prerequisite, the Provider shall only carry out the Self-payer Test where the Requisition Form for the Test contains all the data specified in Article III. (7)a) of these GTC.
7. If the Application for Self-payer Test sent by the Physician does not contain the data specified in Article III, paragraph 7, letter a) of these GTC, the Provider shall invite the Physician by e-mail or by telephone to eliminate the deficiencies on the Requisition Form. If the Physician does not electronically or by telephone correct all deficiencies on the concerned Requisition Form without undue delay after the Provider's request and, at the same time, does not deliver such correction to the Provider in writing within 1 (in word: one) working day after the Provider's request, the Provider shall not be obliged to perform the Self-payer Test and the Physician/Client shall be obliged to reimburse the Provider for all reasonably incurred costs of the receipt and pre-analytical processing of the Sample. If the Self-payer Test has already been performed, the Physician/Client shall reimburse the Provider for the cost of such Self-payer Test according to the Provider's price list currently in effect in accordance with Article IV, A (8) of these GTC.
8. Self-pay Tests are performed for full payment from the respective Client, either:
 - a) after an agreement with the Physician in cash or by wire transfer through the Physician when collecting the Sample, whereby the Provider, shall issue a tax document - an invoice for this service on the basis of a specific relationship with the Physician;
 - b) through a Medirex Partner;
 - c) in cash or by wire transfer at the Sample Collection Centers; or
 - d) for defined Self-Payer Tests listed on the Website through the Payment Gateway by advance payment;

whereas in the case of payment under a) and b) of this paragraph, the Client shall make the payment for the Self-payer Test only after the Sample has been collected by the Physician/Medirex Partner, i.e. the payment shall be made by the Client after the necessary actions for the Self-payer Test have been performed by the Physician/Medirex Partner and before the actual performance of the Self-payer Test by the Provider.

B. Self-payer Test performed on the basis of Sample collection at the Sample Collection Centre

1. The Provider undertakes to perform the Self-payer Test on the basis of a duly completed Requisition Form and a Sample taken by the Provider's health care professional at the Sample Collection Centre or on the basis of a duly completed Requisition Form taken by the Client to the Sample Collection Centre and on the basis of which the Sample will be collected from the Client at the Sample Collection Centre for the Self-payer Test. In the case of Self-payer Tests where, due to their nature, it is not possible to collect the Sample directly at the Sample Collection Centre, the Provider may recommend to the Client a specific cooperating Physician and the relevant Self-payer Test will be performed by the Provider on the basis of a duly completed Requisition Form and the Sample taken by that Physician, which the Client shall personally deliver to the Sample Collection Centre.
2. Such Self-Payer Test performed through the Sample Collection Centre may represent separate Self-payer Tests or these may also be Products offered by the Provider.
3. In case the Product is purchased on the Website, the Client is obliged to complete the online registration form after registration. Subsequently, the Client selects the type and number of Products he/she is interested in and makes a binding order.
4. In case of purchasing a Self-payer Test on the Website, the Client is obliged to pay the amount for the Self-payer Test in advance through the Payment Gateway. Upon making the payment, the Client electronically reserves the time and location for the collection of the Sample for the Self-payer Test, which the Provider subsequently confirms to the Client by a notification email sent to the email address provided by the Client. The reservation of the appointment is binding for the Client, and the Client is obliged to attend the booked appointment. The Client is entitled to change the booked appointment only once, not later than 24 (in words: twenty-four) hours before the booked appointment. Where the Client fails to present even for the newly booked appointment or cancels the booked appointment less than 24 (twenty-four) hours before the booked appointment, the Self-payer Test will not be performed by the Provider and the amount paid will be credited pursuant to Article III, (8) of these GTC.
5. Self-payer Tests are performed for full payment from the respective Client, namely:
 - a) if the Product is purchased electronically in advance through the Payment Gateway; or;
 - b) in the case of a Self-payer Test purchased directly at the Sample Collection Centre, in cash or by wire transfer directly at the Sample Collection Centre upon collection of the Sample;

whereby the Client shall always make payment prior to the actual performance of the Self-payer Test by the Provider.

6. Where the Sampling is performed in the Sample Collection Centre, the Client is obliged to

comply with the currently valid and effective measures to prevent the spreading of communicable diseases and to respect the operating procedures of the Sample Collection Centre. The Provider reserves the right to refuse the performance of the Tests for the Client if the Client does not comply with the obligations under the preceding sentence, whereby if the Test has already been paid by the Client in advance, the amount paid by the Client shall be credited in accordance with Article III(8) of these GTC.

V. THE RIGHTS AND OBLIGATIONS OF THE CLIENT

1. the Client shall provide the Provider or Physician, where applicable, with all necessary collaboration that may be reasonably requested by the Provider on justified grounds in connection with the Test.
2. The Client acknowledges that the Provider is also entitled to use the Samples in pseudonymized form for academic and scientific purposes.
3. The Client acknowledges that the Provider may cooperate with third parties in the provision of the Tests and services related to the Tests.
4. The Client acknowledges that if he/she is diagnosed with a communicable (infectious) disease, he/she is obliged to report the result of the Test to his/her attending general practitioner and, if he/she is aware of the source of the contamination, he/she is obliged to identify said source to his/her attending general practitioner or otherwise to provide him/her with all the information to identify the source, as well as to identify the group of individuals to whom he/she may have transmitted the disease and to behave in such a way as to prevent transmission of such disease to other individuals pursuant to Section 11(14) of the Act No. 576/2004.
5. The Client acknowledges that the time for which the Client has made an appointment within the Patient Zone for the Test is binding for him/her.
6. The Client is obliged to present for the Test at the time for which he/she has made an appointment. The Provider is entitled to accept an earlier or later arrival of the Client within an accepted tolerance of ± 30 (in words: thirty) minutes from the booked date of the Test, should operational circumstances allow for it. The above does not apply to COVID-19 Interpretations, Consultations and Tests, for which the Client must arrive punctually. In case of failure to appear on time for the Test, the Provider reserves the right to refuse to perform the Test for the Client, and the amount paid by the Client shall be credited in accordance with Article III, paragraph 8 of these GTC.
7. The Client acknowledges that for certain types of Tests, the Provider sends the Results of the Client's Test to the relevant national health systems operated by the State, and the Provider is not responsible for any delays in the display of the Result and the time of the Sample collection in these specific systems, caused beyond the Provider's reach.

VI. GIFT VOUCHERS, TEST VOUCHERS AND PAYMENT VOUCHERS

1. Terms of use of Gift Vouchers, Test Vouchers and Payment Vouchers

- Gift Vouchers and Payment Vouchers may be used for selected Tests on a one-off basis exclusively through the Website depending to the type of Voucher selected, up to the maximum validity date of such Voucher.
- Test Vouchers may be used once in person to go through the selected Test after the holder of such Voucher has provided their details and registered with the selected Collection Centre.
- The validity of a particular Gift Voucher, Test Voucher and Payment Voucher is based on the moment of payment of such voucher and is always indicated on the specific voucher.
- After the expiration of the voucher, the Client loses the entitlement to the provision of the rights arising under the issued voucher without the right to a refund of the amount of the Test and/or Test by the Provider for which the voucher was issued. Each Client may order an unlimited number of vouchers within the scope of the relevant offer of the Provider's Tests and/or Tests, unless otherwise stated in the specific offer of the Provider. Also, unless the Provider stipulates otherwise, it is possible to use the voucher only once, either in the full amount of the value of the voucher or one-time application of a specific equivalent value in EUR for the Test in question.
- The purchased Gift Voucher and Test Voucher represent, at the time of their application, 100% payment for the given Test, regardless of the current price of the Test at the time of using the Gift Voucher. Any subsequent change in the price of the Test does not affect the already purchased Test using a Gift Voucher. The holder of the voucher is not entitled to a refund of the difference in prices and at the same time he/she is not obliged to pay difference in prices, if any. In the event that the given Test is no longer included in the current offer and therefore it would not be possible to perform the given Test/Test while the voucher is still valid, the holder of the voucher will be provided with compensation in the form of similar Test with price not exceeding the value of the originally purchased voucher. In such a case, it is necessary to contact the call center of Medirex a.s. by phone at 0800 400 800, by e-mail at info@medirex.sk or via the contact form available at the Provider's Website.
- The Purchased Payment Voucher represents an equivalent monetary value when making payment for the completed order of Tests, including VAT (if VAT applies to the purchased Test under the legislation currently in force), whereby:
 - in the event of a purchase of Tests for less than the value of the Payment Voucher used, a new Payment Voucher will be issued to the holder who used the Payment Voucher in the specific monetary value for the purchase for the

- aliquot (unused) value of the Payment Voucher in the value of the difference between the value of the Payment Voucher and the amount actually paid, and the validity of this new Payment Voucher will be identical to the validity of the original Payment Voucher;
 - in the event that the total value of the purchase of Tests is greater than the value of the Payment Voucher used, the holder shall only pay the difference.
- The Gift Voucher, Payment Voucher nor Test Voucher cannot be exchanged for money.
- Unless otherwise stated, the Gift Voucher and Payment Voucher can only be used to purchase Tests and Tests and does not apply to other services, postage, and other fees.
- No more than one specific voucher of any type can be applied per purchase.
- No additional discounts from discount codes can be applied when making a purchase using any of the vouchers.

2. Purchase of Gift Vouchers, Test Vouchers and Payment Vouchers

The purchase of **Gift Vouchers, Test Vouchers and Payment Vouchers** is carried out via the Provider's e-shop available on its Website.

a) Gift Voucher for a specific Test:

When purchasing Tests/, the Client selects the type of purchase - "**Gift Voucher**". In such a case, the voucher will represent a specific Test, for which the Client pays the price according to the currently applicable price list. The Provider reserves the right to change the offer of Tests that can be purchased in the form of a Gift Voucher. Such change shall not affect Gift Vouchers already purchased.

b) Test Voucher:

When purchasing Products, the Client selects the purchase type "**Order for another person**". In this case, such voucher will represent a specific date (date, time, and location) of the Test at the selected Sample Collection Centre where the holder of such voucher is to present themselves. The Provider reserves the right to change the range of Tests that may be purchased in the form of a Test Voucher. Such change shall not affect the Test Vouchers already purchased.

c) Payment Voucher in the form of a specific monetary value:

A payment voucher for a specific monetary value is available in the product and test overview in the "**Vouchers**" category.

The Gift Voucher, Test Voucher and Payment Voucher will be issued automatically by the Provider upon payment of their price by the Client through the Payment Gateway on the Website. The Gift Voucher, Test Voucher and Payment Voucher are generated solely in electronic form and sent within 24 (twenty-four) hours of receipt of payment to the email address provided by the Client in the registration form during the purchase process. The Gift Voucher, the Test Voucher and the Payment Voucher in all forms (whether in printed paper form or electronically) shall warrant conclusive evidence of the rights arising therefrom.

3. Redeeming of Gift Vouchers, Test Vouchers and Payment Vouchers

The code indicated on the specific Gift Voucher or Payment Voucher must be entered when creating an order in the "**Redeem Discounts / Voucher**" section of the e-shop shopping cart on the Website.

The code indicated on the Test Voucher must be given to the Provider's employee in person on the day of the Test at the Sample Collection Centre, where the holder of such a voucher, after providing the data and registering in the Provider's information system, will undergo a specific Test.

If the Provider's offer on the Website stipulates the need to arrange an appointment between the Provider and the Client for the provision of the performance (for example, the date and time of the booking with the Provider for the provision of the service), the holder of the Voucher shall arrange the date and time of the appointment for the provision in the manner specified in the offer of the specific Product published on the Website. Each holder shall comply with the obligations regarding the use of the Products as instructed by the Provider as well as these GTC. The Provider shall not be liable for loss, misuse, theft or damage or destruction of the Gift Voucher, Test Voucher or Payment Voucher.

The holder is obliged to redeem the Gift Voucher and the Payment Voucher within 1 (one) year from the date of their purchase on the Website.

VII. COMPLAINTS

1. Complaints shall be governed by the Complaints Procedure available on the Website.

VIII. DIGITAL TOOLS

1. Based on (i) correctly, truthfully and fully completed Client's registration data in the Digital Tools, (ii) the signed and delivered agreement and (iii) fulfilment of the conditions under these GTC, Medirex shall make available to the Patient the feature enabling digital delivery of his/her Results in the Digital Tools.
2. Disclosing of the Results to the Patient in the Digital Tools is conditional on the provision of proof and verification of the Client's identity by the Provider and the fact that he/she is not receiving medical care in the specialized field of psychiatry or clinical psychology and the provision of Results would negatively affect his/her treatment pursuant to Section 25 (3) of Act no. 576/2004, which will be specifically indicated by the Physician in the Requisition form.

3. The Client logs in to the Digital Tools by entering the login name and password, followed by entering of the authentication code. The Client shall enter the authentication code delivered in the form of a text message (SMS) to the telephone number he/she entered during his registration with the Digital Tools. When using the Digital Tools, the Client is obliged to protect his/her login data and authentication codes and not to disclose them to any unauthorized third parties, as well as to adopt other measures in compliance with the principles of safe usage of information systems.
4. The Client shall at all times be fully responsible for the protection of the Results delivered to the Client in the Digital Tools, unless the abuse of the Results is causally related to a breach of Medirex's obligation to block access immediately upon proper notification by the Client.
5. Medirex may release a new version or changes to the Digital Tools of the respective components from time to time, and it shall not be liable for any damages incurred by Client's failure to install an updated web browser and/or installation of updates from non-authorized sources.
6. The Client is obliged to inform Medirex without undue delay in the event of any change in the data provided during registration in the Digital Tools, by entering a request for a change of data via the respective Digital Tool. For this purpose, the Provider may request the Client to re-authenticate himself/herself.

IX. PRIVACY POLICY

1. When processing the Client's personal data, the Provider is obliged to proceed in accordance with the Data Protection Regulations.
2. The Provider is liable for the processing of personal data of Clients obtained during the provision of Tests pursuant to Act no. 578/2004 and Data Protection Regulations.
3. Further details on the processing of personal data by the Provider are provided on the Website and the Data Protection Officer of the Provider may be contacted at dpo@medicyt.sk or dpo@medirex.sk or dpo@medirexgroup.sk.
4. Pursuant to Section 22 of Act No. 576/2004, the Provider, as a healthcare provider, is obliged to keep the Client's medical documentation and personal data for a period of 20 (twenty) years from the last provision of healthcare to the Client.

X. GENERAL AND FINAL PROVISIONS

1. These GTC are effective and binding from the date of their publication on the Provider's Website unless a later date is specified in the GTC.
2. Application of individual provisions of these GTC may be excluded or amended by executing a

written agreement between the Client and the Provider.

3. Unless otherwise stated herein, any document shall be deemed delivered as long as it is delivered to the addressee in person or by registered mail with a delivery note or courier to the address notified by the addressee, no later than 5 (five) working days before sending of the document. In case of a failed delivery of the document by registered letter, the 7th (seventh) day of depositing the item at the post office will be deemed the day of due delivery. The shipped document shall be deemed duly delivered even if the addressee refuses to accept it, in particular, on the day of the addressee's refusal to take over the item.
4. Legal relations between the Provider and the Client related to the provision of Tests shall be governed by these GTC. If a particular issue is not regulated in these GTC, such relations shall be governed by the relevant provisions of the currently valid General Terms and Conditions for the Provision of Laboratory Tests, Act No. 576/2004, Act No. 578/2004, Act No. 355/2007, Personal Data Protection Regulations, as well as the provisions of other applicable legislation of the Slovak Republic. This provision shall be deemed to be the choice of the applicable law between the Client and the Provider, which shall be the law of the Slovak Republic, with the exception of Act No. 97/1963 on Private International Law and Procedure, as amended, in case the Client is an entity residing outside the territory of the Slovak Republic.
5. Should any provisions be null and void already at the time when the contractual relationship between the Client and the Provider was established, or should they become null and void later, the validity of the other provisions shall not be affected. Instead of the null and void provisions, the provisions of other legal regulations applicable and effective in the Slovak Republic, which are closest in their content and purpose to the content and purpose of the GTC, shall apply.
6. The parties shall be obliged to resolve any disputes between the Client and the Provider arising in connection with the fulfilment of obligations under these GTC, as well as the contractual relationship between the Client and the Provider without any delay through negotiations and mutual agreement. In the event that the Client and the Provider fail to agree, the competent authority for holding the proceedings and decision-making on the dispute is an independent court of the Slovak Republic, which will decide in compliance with the law of the Slovak Republic. In the event that the Client is an entity with permanent residence outside the territory of the Slovak Republic, in accordance with the relevant legislation of the Slovak Republic and the European Union, this provision shall be deemed an agreement establishing the competence of Slovak courts to decide any possible disputes between the parties, whereas for the given matter, the Client and the Provider determined the general court with subject-matter jurisdiction over the Provider to have the jurisdiction in these cases.
7. The division of the GTC into articles, as well as the designation of individual articles only serves to improve the orientation in the wording of the GTC, and therefore it is not possible

to use it in the interpretation of the GTC as well as in assessing the separability of their parts.

8. The Provider is entitled to unilaterally change these GTC, the Price List, as well as other documents referred to in these GTC without the Client's consent. The Client is obliged to refer to the current version of the aforementioned documents on the Website, since in the event that the Product is ordered by the Client, the document published on the Website on the date of ordering the Product (unless a later effective date is specified in the GTC or other document and/or the Price List) shall be deemed binding. The Provider shall inform the Client of any change in its identification data via its Website.

In Bratislava, 16 January 2025