

CONDITIONS OF THE PREMIUM MEMBERSHIP

ESSENTIAL PROVISIONS

The Premium Membership Terms and Conditions govern the mutual rights and obligations of the Contracting Parties between company Soukromá pediatrická a nutriční ambulance Dr.David s.r.o. (ID: 21492581) and the legal representative of the patient or patient (hereinafter referred to as the “Client”).

BENEFITS OF PREMIUM MEMBERSHIP

Description of premium service	0-5 years	5-19 years
Lactation counseling in the area of breastfeeding	✓	X
Nutritional counseling on eating habits and diet	X	✓
Anthropometric examination (specialized examination of growth and development)	✓	✓
Doctor online (doctor is available for consultation 24/7 – MEDDI app)	✓	✓
ECG (electrocardiographic examination e.g. required to assess medical fitness for sports)	X	✓
Screening of the visual (Plusoptix)	✓	✓
Borrowing of medical equipment at home for one week (baby scales or breast pump)	✓	X
Assistance in arranging further examinations (fixing appointments for specialized examinations)	✓	✓
Application of earrings	✓	✓
Flu vaccination	✓	✓
Mesocain/ EMLA (numbing cream before vaccine administration)	✓	✓
Extract from medical records in English language	✓	✓

PREMIUM MEMBERSHIP ESTABLISHMENT

- Premium membership price is CZK 12,000.
- Membership validity: 1.1.2023 – 31.12.2023.

The client has the possibility to establish a Premium membership (hereinafter referred to as "Premium membership") and thus profit from the benefits associated with this membership. Clients have the possibility to choose from two categories:

- Premium membership for a patient aged 0-5 years
- Premium membership for a patient aged 5-19 years

The client can activate the Premium membership at the email address: premium@drdavid.cz. Subsequently, payment instructions will be sent to the client, after payment of the amount a receipt will be issued and confirmation of activation of Premium membership. From 1.1.2023 the client will be able to start using the benefits of this membership.

For newly registered patients the price (depending on the date of activation of Premium membership during the year) and the provided services can be adjusted according to individual agreement.

WITHDRAWAL FROM THE PREMIUM OF MEMBERSHIP

In accordance with the provisions of Section §1829 of the Civil Code, the client has the option to withdraw from the Premium membership without giving any reason within 14 days of its conclusion. For the purposes of withdrawal from the membership, the client must inform the private paediatric and nutrition ambulance of his withdrawal:

- in writing to Podolská 1485/10a, Prague 147 00 or
- electronically to email: premium@drdavid.cz

In the event of a valid withdrawal from the membership, the client will be refunded the funds to the bank account from which the fee for this membership was paid without undue delay, but no later than 14 days after the date on which the client's withdrawal from the membership was received by the private paediatric and nutrition ambulance.

The client is entitled to a full refund of the fee only if he has not availed himself of any of the benefits of the Premium membership. If he has availed himself of any of the benefits of this membership within the stated period, the refund of the Premium membership fee will be reduced by this amount.

CANCELLATION OF PREMIUM MEMBERSHIP

The client can cancel his Premium membership even before the expiry of its duration, but without any refund of the fee for this membership or its part.

Premium membership is prepaid for the whole year and the client can use its benefits until the end of the period. The client has the possibility to cancel Premium membership without giving a reason in one of the following ways:

- in writing to Podolská 1485/10a, Prague 147 00 or
- electronically to email: premium@drdavid.cz

Premium membership is not automatically extended after its expiry. Clients will be contacted before the membership expires with an offer of membership for the following year.

LIABILITY AND GUARANTEES

Soukromá pediatrická a nutriční ambulance Dr.David s.r.o. (ID: 21492581) reserves the right to suspend the possibility of activating Premium membership for new clients, if an increase in the number of clients using Premium membership services could lead to a deterioration in the quality of services provided or benefits resulting from this membership.

Soukromá pediatrická a nutriční ambulance Dr.David s.r.o. (ID: 21492581) does not carry in accordance with the provision of § 2913 para. 2 of the Civil Code liability for damage caused by force majeure caused in particular by interruption of electricity supply, etc.

Soukromá pediatrická a nutriční ambulance Dr.David s.r.o. (ID: 21492581) reserves the right to temporarily restrict the provision of all benefits associated with Premium membership. Such limitation of provided services may be caused by an extraordinary and unpredictable situation, on the basis of which temporary capacity exhaustion may occur (in particular a state of emergency in society caused by the uncontrolled spread of the disease (e.g. covid-19) or by unexpected nationwide and/or local restrictions of the Government of the Czech Republic or other competent authorities).

FINAL PROVISIONS

Soukromá pediatrická a nutriční ambulance Dr.David s.r.o. (ID: 21492581) is entitled to amend or supplement the Terms of Use of Premium Membership to a reasonable extent, which clients will be informed about in advance by email message or other appropriate means so that they can acquaint themselves with the current wording of the Terms of Use of this Membership without undue difficulty.

If any provision of these Terms of Use of Premium Membership is or becomes invalid or ineffective, a provision whose meaning comes as close as possible to the invalid or ineffective provision shall take the place of such invalid or ineffective provision. The invalidity or ineffectiveness of any provision shall not affect the validity and effectiveness of the other provisions of these Terms of Use of Premium Membership.

Approved by: MUDr. Jan David, Ph.D.