

Business and Payment Terms and Conditions

1) Basic Provisions

- a) aestea - plastická chirurgie s.r.o. (aestea clinic, aestea, or solely clinic) is the operator of a non-state medical facility and provides its patients within the scope of its activities in its premises with health services not covered by public health insurance within the scope of its authorization issued by the Decision on the authorization to provide health services ref. no: ZDR/397/16.
- b) The term "Patient" refers to female, male or other patients/clients.
- c) aestea is also entitled to provide its services through its contractual partners; aestea is responsible for the services provided through its contractual partners.
- d) These Business and Payment Terms and Conditions (BPTC) govern the mutual rights and obligations of the parties arising in connection with the provision of services by the clinic to the patient, on the basis of arrangements for the provision of services made either in writing, by telephone or by e-mail, and are an integral part thereof.
- e) Provisions deviating from these BPTC can only be agreed in writing in the contract between the patient and the clinic (in the confirmed service order). The derogating provisions shall prevail over the provisions of the BPTC. The provisions of these BPTC (including the price list) may be amended or supplemented by the clinic. The rights and obligations arising during the period of validity of the previous version of the BPTC are not affected by this provision.
- f) A mutually confirmed order for a specific service or any other written contract concluded between aestea clinic and the patient in which it is agreed to be governed by these BPTC shall be deemed to be a contract governed by these BPTC.

2) Prices

a) Prices of Operations

- i) The aestea clinic does not have contracts with health insurance companies for reimbursement from public health insurance.
- ii) Prices are set according to the current price list. The cost of the operation must always be paid in full before the operation begins. The price of the procedure/operation is therefore payable:
 - at least three (3) days before the date of the transaction to the bank account: for CZK: account number: 251074354/0300, IBAN: CZ62 0300 0000 0002 5107 4354, for EUR: account number: 277449548/0300, IBAN: CZ77 0300 0000 0002 7744 9548, both held at Československá obchodní banka a.s.
 - in cash or by credit card (Visa, MasterCard) one day before the operation (if you intend to pay by card, please make sure your credit card limit is sufficient)

- in individually negotiated, isolated cases, in instalments according to an agreed repayment schedule.

b) Consultation Prices

- i) Initial information and consultations at the clinic are always free of charge during the doctors' consultation hours. Basic information including a preliminary assessment and a proposal for surgery can be provided based on the information provided, including photographs of the client by email.

c) Payment of the Price for the Operation, Advance Payment

- i) The purpose of the advance payment is to cover the costs incurred by the clinic in connection with the preparation of the operation. The advance payment amounting to 30% of the operation price applies exclusively to liposuction, other procedures/operations only in individually determined cases.
- ii) The date of your operation is booked for you provisionally at first, for 7 days, but only definitively when you pay the advance payment. The advance payment can be paid in the same ways as the transaction itself, i.e., by cash, card, or bank transfer. By paying the advance payment, the date becomes binding.

d) Cancellation or Rescheduling of Operation

- i) Transactions for which an advance payment has been received may be cancelled or rescheduled only upon payment of the fee listed below:
 - A. cancellation 30 days or more before operation: fee 60% of the advance payment paid
 - B. cancellation of the appointment less than 30 days before operation: fee 100% of the advance payment paid
 - C. rescheduling 21 days or more before operation: fee 20% of the advance payment paid
 - D. rescheduling less than 21 days before operation: fee 50% of the advance payment paid
- ii) The above fee will be deducted from the advance payment paid. In case of rescheduling, an adequate advance payment must be paid within 7 days after the date has been agreed and re-booked. Only then will a new date be finally booked.
- iii) The patient is obliged to attend the operation on the booked date ("date"). If the patient fails to appear properly for the operation and does not cancel or reschedule as provided in this Article, the patient shall pay to aestea the fee as set forth in Section B above.
- iv) A contraindication to operation established by the aestea clinic for any reason, or cancellation of operation for any reason other than the fault of the aestea clinic, has the same consequences as failure to appear for the operation.

e) Discounts

- i) If a discount is granted by aestea, it is non-transferable. Multiple discounts cannot be added together. The discount cannot be applied to otherwise discounted services, promotions or offers.

3) Information

- a) The patient is obliged to disclose to the clinic any relevant facts that may affect the provision of care, such as serious illnesses, infectious diseases, and long-term medication.
- b) The patient is obliged to notify the clinic of any previous or current disruptions in his/her health condition that may cause undesirable complications prior to the commencement of health services.
- c) The patient is obliged to provide all data and information truthfully, completely, in the current version. The same applies to all information and data communicated to the clinic or its staff in the course of providing the service.

4) Clinic Premises

- a) The patient and persons accompanying him/her must comply with the instructions and regulations regarding movement and access to the clinic premises. They are obliged to behave in such a way as to avoid damage to the property of the clinic or other persons and, in particular, to behave in such a way as to avoid endangering or harming their health or the health of other persons. They are obliged to respect the instructions concerning fire protection, prevention of personal safety, etc. so that no damage to health or property occurs, as well as all instructions and restrictions of the clinic staff. Smoking is prohibited in all areas of the clinic. The patient acknowledges that the clinic premises may be monitored by CCTV.
- b) The patient and persons expressly designated by the patient have the right to consult the medical records of the aestea clinic concerning his/her person.
- c) The aestea clinic is obliged to maintain the confidentiality of all facts that have come to its attention in connection with the provision of health services. With this obligation, aestea also binds all its employees and collaborators.
- d) The aestea clinic expressly reserves the right to refuse to provide services to a patient at any time, even without stating a reason, in particular because of the unsuitability of the services in relation to the patient's health condition or for capacity reasons. The aestea clinic is entitled to withdraw from the contract at any time. In the event of withdrawal solely for reasons on the part of the clinic (organizational, technical, capacity), the clinic will refund the patient all funds paid for the cost of the operation.
- e) The patient acknowledges that the services provided by aestea are services intended to improve or maintain his/her health. In the case of providing these services, a positive effect on the state of health can be expected, but despite all efforts, this effect may not

be immediately visible or may not occur - the clinic hereby explicitly draws the patient's attention to this fact. Positive impact on health depends on many variables (especially the patient's current general health, his/her cooperation, etc.). The patient acknowledges that the expected result may not occur.

- f) The above applies all the more to the effects on the appearance and health of the patient, which can only be measured subjectively and depend on individual feeling and taste. These results are absolutely not guaranteed by the clinic.
- g) In no event shall aestea clinic be liable for any damage to health or property, direct or indirect, which the patient suffers as a result of or in connection with:
 - i) withholding, knowingly failing to provide, failing to disclose, failing to provide timely, current, complete, and accurate information about his/her health condition, both in advance and during the provision of services
 - ii) withholding new health problems, failing to disclose current health status, failing to disclose possible adverse effects, concealing infectious disease or contact with a person suffering from an infectious disease
 - iii) despite explicit warnings about the inappropriateness of certain procedures, insisting on it
 - iv) violating any of the provisions of these BPTC
 - v) violating a direct instruction, recommendation or restriction of the clinic, its employee or associate
- h) With regard to the protection of the privacy of other patients, clients, the privacy of persons accompanying them and the protection of the rights of the aestea clinic and its staff and associates, it is prohibited to record the entire course of service provision (from admission to discharge) in any way, make audiovisual recordings, audio or visual recordings, without the express written consent of the aestea clinic.

5) Recording

- a) With the patient's consent, the clinic has the right to take photographs and audio-visual recordings of the course of the services provided, for internal record keeping and for the possibility of evaluating whether the services provided are producing the desired result. Aestea is also entitled to use such records for its own scientific, static, educational, or other purposes. The patient expressly agrees to this.
- b) Any photographs or other records may only be passed on to third parties or published with the patient's express consent.

6) Complaints

- a) Please always address any complaints or comments directly to our clinic by e-mail to info@aestea.cz or in writing to Pražská 2685/27, Východní Předměstí, 30100 Plzeň.
- b) For all objections, complaints and questions relating to medical care or medical conditions, please follow only the instructions in the pre-/post-operative documentation provided.

- c) For complaints about accommodation and post-acute care assessments, please use the forms and box available on the inpatient ward.

7) Mandatory information for consumers on out-of-court dispute resolution

- a) In the event of a consumer dispute, with the exception of disputes arising from contracts concluded in the field of health services, the subject matter of which is the provision of health care, including the prescription, dispensing and provision of medicinal products and medical devices pursuant to Act No 372/2011 Sb., on Health Services, as amended, the consumer in question may address his/her claim to the entity for out-of-court settlement of consumer disputes, which in this case is the Czech Trade Inspection Authority.

Czech Trade Inspection Authority
Central Inspectorate - ADR Department
Štěpánská 15
120 00 Prague 2

8) Final Provisions

- a) Aestea clinic is the controller of the patient's personal data. It shall process these data in accordance with 110/2019 Sb. and EU Regulation 2016/679 General Data Protection Regulation (GDPR). The Clinic informs the patient that he/she has the right to information in accordance with the above-mentioned legislation in the area of personal data protection.
- b) If any provision of the BPTC is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of any provision shall not affect the validity and effectiveness of the other provisions.
- c) The contractual relations between the aestea clinic and the patient and these terms and conditions are concluded in the Czech language and are governed by the legal order of the Czech Republic, in particular the Civil Code and the regulations governing the provision of health services. The patient acknowledges that all translations into languages other than Czech are made solely for the purpose of increasing his/her comfort, without obligation and without verification. Certified translations are provided by the clinic only on request and for a fee.
- d) If the relationship between the clinic and the patient contains an international (foreign) element, then the parties agree that this relationship is always governed by Czech law. The parties further agree to the exclusive subject matter and territorial jurisdiction of the general courts of the Czech Republic.

These BPTC are valid and effective as of 1.10.2023