

WEBSITE TERMS OF USE („Terms of Use“)

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WELCOME TO THE WEBSITE [HTTP://WWW.EASSISTANCE.EU/](http://www.eassistance.eu) (THE "WEBSITE") PLEASE READ THESE TERMS OF USE BEFORE USING OUR WEBSITE. USING THE WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THE WEBSITE.

eAssistance International and services and materials available thereon is owned and operated by **eAssistance International s.r.o.**, ID 26151791 VATID CZ26151791, registered office Na Poříčí 1047/26, Nové Město, 110 00 Praha 1, trading as eAssistance International (“eAssistance International”). For the purpose of these Terms of Use "we", "our" and "us" refers to eAssistance International

eAssistance International services

eAssistance International gives any person who uses the Website (“User”) the opportunity to search for, compare and contact medical providers around the world according to User’s requirements and order medical treatment and other complementary services. Medical provider refers to an institution, place, building or agency that furnishes, conducts, and operates health services including all individual medical practitioners (“Medical Provider”) User may also receive information about particular Medical Provider, types of treatment, prices and rating in relation to the Medical Provider.

eAssistance International offers medical treatment that can be purchased from eAssistance International directly or we act as an agent. The capacity in which we act depends on our relationship with the Medical provider. eAssistance International offers also other services including but not limited to transport, travel assistance, translation of medical documentation, accommodation and other. Costs of these services will be charged and calculated separately (“Services”) using eAssistance International or providers for non medical services (“Providers”)

eAssistance International does not provide you with any professional medical advice or medical care itself. eAssistance International does not supply professional medical advice or diagnostic. You cannot use Website for emergency medical care. You must call the emergency service immediately once you are in a medical emergency or life threatening situation. User agrees not to use the Website or any Medical Providers or Provider for any purpose that is unlawful and fraudulent.

eAssistance International may provide only general information about Medical Providers or Providers. You may chose from the list of Medical Providers or Providers and decide according to your personal preferences and at your own risk. If you are not sure which type of health treatment would meet your needs you should ask your doctor or relevant healthcare centre for advice.

eAssistance International provides detailed information about the Medical Providers or Provider which were collected from the Medical Provider or Provider directly or from the online and offline sources which may vary. eAssistance International cannot guarantee that all the information provided is complete, correct or exact. eAssistance International is not responsible or liable for any untrue and misleading information provided by the Medical Providers or Provider.

Users / Registered users

The Website may not be used and services describes in these Terms of Use may not be ordered by person who is younger than 18 years old. By using this Website you warrant that you are older than 18 years old.

By sending us completed Entry Form and accepting these Terms of Use the User became “Registered User”. As the Registered User you agree with receiving calls or emails from eAssistance International with current promotions, services purchase or any changes on the Website or in these Terms of Use.

User should not upload or transfer to eAssistance International any unauthorised codes (inclusive of any viruses, Trojan horses, spyware or other computer programming routine), documents or files or any materials which may cause harm to eAssistance International.

The Website contains trademarks and copyrighted materials (content, graphic design, logo, know-how, trade name) . User agrees not to transmit, modify, distribute, reproduce or otherwise misused content

or any information which will be given by eAssistance International. User agrees to use all information provided by eAssistance International for personal use only and not for commercial use.

Services provided

You may through the Website ask for information about Medical Provider or Provider in relation to medical specialization, location and frame of availability. To provide you with the list of Medical Providers or Providers you will be asked to complete the **Entry Form** on the Website where personal information will be required (full name, email address, phone number, country of origin) and you must agree with Terms of Conditions and also with the Website's Privacy Policy. The notification of acceptance of your request will be sent your your email address automatically.

You will be provided with the response to your request within **5 working days**. You will be asked by **Additional Form** for any relevant information necessary to provide you with the list of Medical Providers or Providers according to your actual needs.

You may become a Registered User at no costs, however additionally ordered services will be charged extra. The exact costs of each service are agreed in advance and must be confirmed by the Registered User. Registered User will receive the list of Medical Facilities and/or Providers based on completed Additional Form which will be sent by eAssistance International via email. You may be contacted by dedicated eAssistance International employee if an additional information will be required. Further Services may be offered to you in connection with your medical journey.

Registered User informs the eAssistance International about chosen option by e-mail or phone. Medical Provider or Provider are chosen by the Registered User according to personal requirements. Once the choice is given by the Registered User to eAssistance International via email or phone the summarized e-mail will be sent by eAssistance International to provided e-mail address within **5 working days**. At this point a legally binding contract related to particular service come into existence between the Registered User and eAssistance International and/or Medical Provider and/or Provider.

The summarized e-mail contains details about your confirmed appointment such as name and address of the Medical Provider, the type of selected treatment, individual requirements given by the Medical Provider or Provider to fulfil the appointment, time schedule, necessary procedures, cancellation policy and payment methods. If there will be any relevant information needed to confirm the services which are not described above eAssistance International will inform you about this facts in that e-mail. Once the Registered User receives the summarized e-mail eAssistance International confirms requested service to the Medical Provider or Provider.

Data Protection

The Registered User acknowledge that in order to enable any Service, certain details of personal information needs to be provided, included sensitive data about health condition. eAssistance International is authorised to collect and stored such information and provide them with a third party (Medical Facility or Provider) according to registered User's wish. The Registered User explicitly consent with this procedure. eAssistance International endeavours to protect Users privacy. By using the Website Users agrees that eAssistance International may hold and process any personal data provided by User. Communication via email between the User and any Medical Facility or Provider through eAssistance International may be kept in order to assist in tracking such communication. Communication via phone between the User and any Medical Provider or Provider through eAssistance International may be kept in order to assist in tracking such communication. The calls may be recorded for a quality purposes. eAssistance International can not be responsible for complete security during sending of information over the Internet. The User is aware of the security risk and agree with the using the Website under that risk. eAssistance International is not liable to Users for any damage or loss during using Website and sending information through it.

Payment Methods / Cancellation

eAssistance International process payments through its Website via secure payment Provider (third party Provider). Base on Registered User's confirmed services eAssistance International may ask the User to provide a Credit or Debit Card to hold the previously agreed Deposit or Down Payment on behalf of the Medical Provider or Provider in non-interest-bearing account. Based on Registered User's confirmed services eAssistance International may send an e-mail with a link to a third party

payment Provider where the payment of previously agreed amount will be made by the Registered User. eAssistance International will pay the costs of particular services in order to secure the booking. eAssistance International may also provide the Registered User with full billing details of the Medical Facility or Provider so the payment can be made directly by the Registered User to the Medical Facility or Provider. By making a booking Services, either directly or through the eAssistance International, the Registered User agrees with the relevant terms and conditions of the Medical Provider or Provider including cancellation policy. All payment transactions through the eAssistance International are subject to Cancellation. By making a payment through eAssistance International, you accept and agree to the relevant cancellation and no-show policy of Medical Provider or Provider, and to any additional terms and conditions of the Medical Provider or Provider that may apply to your treatment or service ordered.

Reviews

Every User which used certain services through our Website is welcome to provide us with reviews. Personal experience may be helpful for others to choose the best service according to their need. It will also help eAssistance International to evaluate the Medical Providers and Providers.

Any review which contains offensive, untrue, defamatory or discriminatory text will not be published. eAssistance International reserves the right to moderate or delete any reviews at any time before previous notification. eAssistance International has 48 hours to approve the content of every review and publish it after that revision.

Any review is subjective opinion of User and not of eAssistance International. eAssistance International will publish reviews from genuine patients only. If there will be no evidence of patient's contact with Medical Provider or Provider through our Website such a review will not be published. eAssistance International may contact every User who writes an review via email and phone to verify truthfulness. eAssistance International may also ask for more details to improve the quality of the review. Medical Providers or Providers are not allowed to write reviews. The Provider who attempts to do so may be remove from the listing of eAssistance International.

Every review will be stored and published on the long term basis and User agrees with that. eAssistance International will display the name of the User who writes a review, all verification details such as full name, contact details and date of birth will never be displayed to the public.

Cookies Policy

eAssistance International uses cookies on Website . By using the Website, you consent to the use of cookies. Cookies are small pieces of text sent by you web browser by a website you visit. A cookie file is stored in your web browser and allows eAssistance International or a thirdparty to recognize you and make your next visit easier and more useful to you. Cookies can be "persistent" or "session" cookies. eAssistance International uses both session and persistent cookies on the Website. eAssistance International may use essential cookies to authenticate Users and Registered Users and prevent fraudulent use of User accounts.

When you use and access the Website eAssistance International may place a number of cookies files in your web browser. eAssistance International uses cookies for the following purposes: to enable certain functions of the Website, to provide analytics, to store your preferences, to enable advertisements delivery, including behavioural advertising. In addition to eAssistance International own cookies, eAssistance International may also use various third parties cookies to report usage statistics of the Website, deliver advertisements on and through the Website, and so on.

If the User or Registered User would like to delete cookies or instruct the web browser to delete or refuse cookies, the User or Registered User should visit the help pages of web browser. However, if the User or Registered User delete cookies or refuse to accept them, they might not be able to use all of the features eAssistance International offers. Users or Registered Users may not be able to store the preferences, and some of Website pages might not display properly.

Content policy

eAssistance International reserves the right to change and modify the Website content and also these Terms of Use without previous notification. These changes take effect once posted on Website. It is User's responsibility to check the Website content and also these Terms of Use from time to time. eAssistance International nor any of its employees are not liable for failure or delay in performance of the Website or any Service which may be caused beyond its reasonable control, acts of nature or forces, including but not limited to internet or any equipment failure, strikes, civil disturbances, terroristic attack, war or natural disasters.

The User acknowledges and agrees that the Website may be partially or totally disabled. In addition, the content or services provided may be altered or cancelled. These facts do not entitle any User to claim damages.

Links to third party websites

The Website may contain links to third party websites. Once the User uses that link the terms of use of the particular website will apply. eAssistance International is not responsible or liable for the information provided on the third party website and Users access these websites at own risk. If there will be any claim or complaint from the User against the third party website it must be brought directly to the third party website and not to eAssistance International.

eAssistance International continually uses Google and Facebook codes (third party codes) on the Website to help analyze where Users are going and how they behave on the Website. During ongoing campaigns, codes for other tracking tools may also appear on the site for a short period of time.

Privacy Policy

eAssistance International respects and protects User's right to privacy in relation to interaction with Website. The User agrees with following Privacy Policy by continuing to use the Website. Every User has to provide certain personal information to eAssistance International once searching for help with arrangement of medical care, travel assistance or Services. These information may include without any limitation full name, age, gender, e-mail address, phone number, credit or debit payment card details, address and relevant medical information. The Registered User acknowledge that in order to enable any Service, certain details of personal information needs to be provided, included sensitive data about health condition. eAssistance International is authorised to collect and stored such information and provide them with a third party (Medical Provider or Provider) according to registered User's wish. The Registered User explicitly consent with this procedure.

eAssistance International may also provide necessary personal information to third party Providers e.g. third party payment Provider or in case of any legal process and during the protection of eAssistance International rights/ or rights of Medical Provider or Provider.

eAssistance International may use necessary personal information for general case management and to monitor, provide and control quality of Services. The Registered user agrees that certain public information may be displayed at the Website (such as name or nickname and review). eAssistance International has no obligations to the Registered user for any information provided as public.

eAssistance International may use any relevant information from the User to proceed with arrangements of requested Services. User's contact details such as e-mail address and phone number may be used for providing the User with necessary information related to ordered Services or relevant information about actual list of services provided by eAssistance International, Medical Provider or Providers in the database. eAssistance International may use User's contact details to send actual promotions and offers. The User may request to be removed from the eAssistance International's database at any time by sending an e-mail to info@eassistance.eu

eAssistance International is not authorised to sell personal data to any third parties for marketing purposes without previous consent.

eAssistance International will collect and store following information and the user agrees with it:

- E-mail correspondence
- Phone calls – for training and quality purposes
- Chat communication

- Reviews
- Information collected by using Cookies on the Website or on the third party websites
- Site visit data, technical and statistical data
- Any communication between eAssistance International, User, Medical Providers and Providers

Medical Provider and Provider agree by using eAssistance International as the source of potential customers to provide necessary information including without any limitation name, contact details, address, full billing details and a list of provided services including price list. These information may be provided to any User who asks for it in order to make a non-binding offer.

Medical Provider or Provider agrees that eAssistance International may provide necessary information about Medical Provider or Provider to third party Provider in case of need e.g. third party payment Provider or in case of any legal process and during the protection of eAssistance International rights/ or rights of User. Medical Provider or Provider consent to disclosure of all information needed to make a non-binding offer to the User.

eAssistance International may contact Medical Provider or Provider any time to check and update information in the internal database. Medical Provider or Provider should inform eAssistance International in case of any changes in relevant information in order to provide the User with accurate and up to date information.

Medical Provider or Provider should contact eAssistance International in case that listing in the eAssistance International database is no longer desirable or if its business activities are terminated.

Limitation of liability

eAssistance International is not responsible for your choice of Medical Provider or Provider. If there will be any claim or complaint from you against the Medical Provider or Provider, and the service was not bought directly from eAssistance International it must be brought directly to Medical Provider or Provider and not to eAssistance International. eAssistance International cannot guarantee availability of any Medical Provider or Provider at any time.

Jurisdiction and Governing law

These Terms and Conditions shall be interpret in accordance with the laws of **Czech Republic**. Any dispute or claim arising in connection with these Terms and Condition will be subject to the exclusive jurisdiction of the courts of **Czech Republic**. The language of any dispute or any proceedings will be English.

Out of Court Settlement

Relationships and possible disputes arising under the contract will be settled exclusively under the law of the Czech Republic and will be settled by the competent courts of the Czech Republic. Any disputes between the Registered User and eAssistance International can also be resolved through the out-of-court settlement. In such a case, the Registered User may contact the out-of-court dispute subject which is the Czech Trade Inspection Authority (COI) or an online shopping dispute will address on-line through the dedicated ODR platform. You can find the necessary information on out-of-court dispute resolution on the COI website (www.coi.cz). Prior to the out-of-court dispute resolution, eAssistance International recommends to the Registered User to contact eAssistance International at first to resolve the situation.

Support companies

The Service is rendered by eAssistance International, which has its headquarter in Czech Republic and is supported by various affiliated group companies (the "support companies") throughout the world. The support companies only provide an internal supporting role to and for the benefit of eAssistance International. Certain designated support companies render customer care support services. The support companies operate and are authorized to act as service agent of eAssistance International.