

General Terms and Conditions – E-SHOP

The Provider:

Centrum pohybové medicíny Pavla Koláře, a.s.

with its registered office at Prague 5 - Jinonice, Walterovo náměstí 329/2, PSČ 158 00, ID No.: 24788902
registered in the Commercial Register kept with the Municipal Court in Prague, File No. B 16816

1. GENERAL PROVISIONS

1.1. These General Terms and Conditions ("T&C") apply to purchases made in our e-shop at www.cpmprk.cz, concluded between you as the buyer, our client, and us as the seller and operator of the e-shop.

1.2. The e-shop is operated by the company Centrum pohybové medicíny Pavla Koláře a.s., with its registered seat at Prague 5, Walterovo náměstí 329/2, Postal Code 158 00, ID No.: 24788902, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 16816 (hereinafter the "CPMPK"). Contact: phone +420 222 204 304, e-mail: recepce@cpmpk.cz. CPMPK is the operator of a non-governmental healthcare facility and a healthcare provider within the scope of the decision on registration of the non-governmental healthcare facility dated 19 January 2012. CPMPK offers healthcare services in the field of treatment and prevention of the musculoskeletal system.

1.3. The e-shop sells vouchers, upon the redemption of which at the place of performance our products or services will be provided to you, depending on your choice (an exact description of what each voucher includes is provided on the website for each voucher type). The place of service performance is the Centrum pohybové medicíny facility at V Parku 2326/18, Prague 4; Walterovo náměstí 329/2, Prague 5; or Walterovo náměstí 329/3, Prague 5.

2. RELATIONSHIP BETWEEN THE OPERATOR (SELLER) AND THE CLIENT (BUYER)

2.1. We are responsible for providing you with a voucher for the products or services purchased and for accepting the voucher at Centru pohybové medicíny Pavla Koláře a.s.

2.2. You are responsible for paying for the ordered voucher and for using it before its expiration date, which is indicated at the time of order for the voucher. After the expiry of its validity period, the right to redeem the voucher ceases, and we have no obligation to accept it.

3. ORDERING VOUCHERS

3.1. For the order to be valid, you must fill in all required information in the order form.

3.2. Before submitting the order, you must check all the data entered. Once the duly completed order form is submitted, you are bound by it.

3.3. The agreement between you and us is concluded at the moment the duly completed order is delivered to and accepted by the CPMPK. You will receive an informational email confirming that the order has been received. A formal acceptance of the order is not required.

3.4. The concluded agreement may be modified or cancelled only by a written agreement with the CPMPK, or as provided in these T&C or by applicable law.

3.5. By submitting the order, you agree to these T&C. You also confirm that you are over 18 years of age and have acquainted yourself with these T&C.

3.6. The agreement is governed by the Czech law and any disputes will be resolved by Czech courts.

4. DELIVERY OF THE VOUCHER

4.1. The ordered voucher will be delivered to you via e-mail. You must print the voucher (at your own expense) and bring it to the CPMPK's facility where the ordered services will be provided.

4.2. You will receive the voucher depending on the selected payment method. If payment is made by bank transfer, the voucher will be delivered immediately after the CPMPK receives the payment for the voucher; this usually takes up to three business days from the date the payment was sent. If the payment is made by credit card or via PayPal, the voucher will be delivered immediately upon completion of the online payment.

4.3. The voucher is generally valid for six months from the date it is delivered to you, unless a different validity period is indicated on the e-shop website and printed on the voucher. The product or service must be used within the voucher's validity period. After the expiration of the validity period, the CPMPK has no obligation to accept the voucher or provide the product or service.

5. CONDITIONS OF VOUCHER USE

5.1. All conditions related to the voucher can be found either on the voucher itself or on the relevant page of the e-shop website.

5.2. The voucher cannot be used after its validity period has expired.

5.3. The voucher can only be used once. You may transfer the voucher to another person.

5.4. The voucher can be used at one of the CPMPK's facilities selected by you when ordering the voucher.

5.5. The voucher cannot be exchanged for cash.

5.6. The CPMPK is not liable for any damage, loss or theft of the voucher.

5.7. The voucher is generally valid for 3 months from the date of purchase, unless stated otherwise on the voucher.

5.8. Expired vouchers cannot be extended.

6. COMPLAINTS

6.1. If the product or services provided by the CPMPK based on the voucher have been provided defectively (e.g. contrary to the description given when ordering), you may file a complaint with the CPMPK and choose the preferred method of resolving the complaint. The complaint must be made without undue delay, at the latest within five business days from the provision of the service. The complaint must be made in writing and must clearly specify the defects claimed. The you must send the complaint to the CPMPK by e-mail or by post to the address provided in Article 1.2 above. The CPMPK will examine the complaint within thirty days of its receipt and will contact you. If the complaint is justified and the defect does not constitute a substantial breach of the agreement, you may be provided with a discount on the price paid. If the defect constitutes a substantial breach of the agreement, the CPMPK will either provide a discount on the price paid or offer a new voucher for the services; alternatively, you may withdraw from the agreement. For these purposes, you are obliged to provide your bank account number to the CPMPK.

6.2. We always seek to duly discuss any disputes that may arise between you and CPMPK (including any requests or claims you may have) and to resolve them to the satisfaction of both parties. However, if your claims cannot be satisfied and a consumer dispute arising out of a purchase agreement between you and CPMPK occurs that cannot be resolved by mutual agreement, you—as a consumer—may file a petition for the out-of-court settlement of such dispute with the entity authorised to conduct out-of-court consumer dispute resolution, namely: **Czech Trade Inspection Authority, Central Inspectorate – ADR Department**, with its registered office at **Gorazdova 1969/24, 120 00 Prague 2**, e-mail: adr@coi.gov.cz, website: <https://coi.gov.cz/en/information-about-adr/>

7. PRICE AND PAYMENTS

7.1. The price for the voucher (product or service), along with the conditions of its provision, will be stated on the website www.cpmpk.cz.

7.2. Payment can be made by the following methods:

a) bank transfer: the payment must be sent within 24 hours of ordering the voucher. The payment must be credited to the CPMPK's account within four business days of placing the order, otherwise the order is considered cancelled.

b) credit card: the payment is made immediately after ordering.

8. ORDERING OF SERVICES AND CANCELLATION TERMS

8.1. The use of services at the CPMPK's facility is subject to the general terms and conditions available on the website www.cpmpk.cz (hereinafter "CPMPK T&C"). The appointment date (i.e. the date on which the product or service is to be provided to you) must be agreed and booked in advance by telephone or e-mail; otherwise, the product or service will not be provided. The agreed appointment date is considered a binding order. The CPMPK will reserve the corresponding time slot for your appointment.

8.2. If you cannot attend the agreed appointment for serious reasons, you must inform the CPMPK immediately, but no later than 24 hours in advance, by telephone and arrange a different suitable date. Otherwise, a cancellation fee in the full amount of the ordered service or product will be charged, in accordance with the current price list and the terms set out in the CPMPK T&C.

8.3. If you fail to attend the scheduled appointment twice in a row or fail to pay an outstanding cancellation fee under the CPMPK T&C, you will no longer be given any further appointments, and all other reserved appointments may be cancelled. You will not be scheduled for any new appointments until the cancellation fee is paid in full; after the fee is paid, appointments will be accepted again as usual.

8.4. If you fail to attend the agreed appointment without giving notice within the timeframe specified in Art. 8.2 of these T&C, and you intended to pay for the product or service with a voucher, the voucher will be deemed redeemed and can no longer be used. It will be considered as expended and will become void.

9. WITHDRAWAL FROM THE AGREEMENT

9.1. You may withdraw from the agreement, without giving any reason, within 14 days from the date the voucher was delivered to you, provided that the service has not yet been used. To withdraw from the agreement, you must send an e-mail to recepce@cpmpk.cz.

9.2. If the CPMPK will no longer provide the service or product for which the voucher was ordered, you may request cancellation of the agreement and the money paid will be refunded to you. Such cancellation must be made within five business days after you learn that the ordered product or service is no longer available.

9.3. Cancellation of the agreement may be made in writing, either by e-mail or by a letter sent to the address provided in Article 1.2 above.

9.4. If you are entitled to a refund, the money will be transferred to you without undue delay after the CPMPK receives the cancellation of the agreement and your bank account number.

10. PERSONAL DATA

10.1. Your personal data will be handled in accordance with the applicable Czech legislation (Act No. 110/2019 Coll., on the Processing of Personal Data) and Regulation (EU) 2016/679 of the European Parliament and of the Council. By providing personal data, you acknowledge that such data is required primarily for the purposes of fulfilling the agreement, and detailed information on the principles of its processing can be found on the website www.cpmpk.cz

11. FINAL PROVISIONS

11.1. By ordering a voucher, you confirm that you have acquainted yourself with these T&C as in effect at the time of ordering the voucher for the relevant product or service, and that you agree to their terms.

11.2. The CPMPK may change these T&C at any time. Each time you order a voucher, you are obliged to get information on the current version of these T&C. In this case, since it is a one-time order, the CPMPK is not obliged to inform you of such changes, and by ordering the services, you always accept the terms in effect.

11.3. Any matters not regulated by these T&C shall be governed by the relevant provisions of the Czech law.