

# Online application Smart Health Terms and Conditions of Use

(hereinafter the “**Terms and Conditions**”)

## Introduction Provisions

*Smart Health online app is online diagnostic tool, operated by:*

**Europ Assistance s.r.o.**, IČO: 252 87 851, with headquarters Na Pankráci street no. 1658/121, 140 00 Prague 4 – Nusle, entered in the Commercial Register kept by the Municipal Court in Prague under file no. C 87094 (hereinafter referred to as “**Provider**”).

**The Provider declares that Smart Health app is not health service, consultation platform or health care within the meaning of Section 2 Act no. 372/2011 Sb., on health services and conditions of their provisions, and the Provider does not act as a provider of health services.**

*Access to Smart Health App and use of the Smart Health app is in accordance with these Terms. Use of the Smart Health App does not acquire the right to use the license rights to the software or its parts.*

## Access to the Smart Health application

Smart Health app is accessible for you – clients of ZSE Energia, a.s., with its registered office at Čulenova 6, 816 47 Bratislava, ID number 36 677 281, entered in the Commercial Register kept at the Bratislava District Court, dept. Sa, insert No. 3978 / B.

The Smart Health online application is provided free of charge via an online account at [www.zse.sk/online-ucet](http://www.zse.sk/online-ucet). If you do not have an online account yet, just register it with this link.

You acknowledge that you need internet access and appropriate technical equipment to access and use Smart Health app.

The Smart Health app is information tool for determining the causes of health problems and it is determined only for non-commercial use. You acknowledge that it is not permitted to reproduce, copy, sell, re-sell or use any part of Smart Health app for any commercial purpose.

You acknowledge that it is not permitted to use The Smart Health app for:

- (i) extract and manipulating data for the purpose of masking the origin or unauthorized access to data through the Smart Health app;
- (ii) transmitting or infiltrate it with viruses or other malicious software or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment;
- (iii) disruption of the Smart Health app by interfering with the servers or networks used to operate the Smart Health app;
- (iv) content analysis of the Smart Health app due to further commercial use;
- (v) other purposes that conflict with these Terms and regulations.

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## Diagnosis

You acknowledge and agree that:

- (i) information provided by Smart Health app are solely for information purposes; diagnosis is based mainly on the methods of probability and is not suitable substitute for standard medical procedures and health care;
- (ii) the Provider does not provide advice or information through Smart Health app. The Provider is not a member of a certain status or medical professional, nor otherwise acts as an expert in relation to information provided through Smart Health app. Smart Health app cannot be considered a health service, consulting service or health care in the sense of provisions § 2 Act no. 372/2011 Sb., on health services and conditions of their provisions;
- (iii) you are responsible for data accuracy you enter in the Smart Health app for its diagnostic decision-making.

## Smart Health application Availability

The Provider will make the necessary efforts to keep Smart Health app available and functional.

However, you acknowledge that the Smart Health app may be unavailable at certain times, for example due to maintenance or software updates or due to Force Majeure. You acknowledge that the Provider cannot always guarantee availability without any interruption and without delay or faults. The Provider cannot guarantee secure transmission of any information via telecommunication networks you use. The Provider cannot always guarantee access to the Smart Health app.

The Provider is entitled to expand or change app functionality, introduce new software modules, deploy new versions of the app, etc. as part of the development, operational maintenance, or repairs of the Smart Health app.

## Intellectual Property Rights

The Smart Health app is, as an author's work, protected by the Act no. 121/2000 Sb., on copyright, on rights related to copyright and on amendments to certain acts.

You acknowledge and agree that the contents of Smart Health app are protected by intellectual property rights. In the event of an infringement of these intellectual property rights you are fully liable for the damage incurred.

The Provider is also a license holder of the Smart Health app and related licenses. The Smart Health app may not be stored, modified, distributed, or infringed property rights in any way unless the Provider has given its prior written consent. This provision does not apply to the results provided to you by Smart Health app based on information you have entered.

You acknowledge that you have no authorization to use trademarks of the Provider or ZSE Energia, a.s. You may not interfere with the content which includes trademarks of the Provider and ZSE Energia, a.s. and use those trademarks with no authorization.

## Accuracy and Correctness of the Provided information

You acknowledge that the Smart Health app may not always works without error. The Provider does not guarantee accurate, correct, or complete diagnostic information through the Smart Health app.

Information provided through the Smart Health app are solely for information purposes and cannot be considered medical diagnosis.

Always consult your health condition with your doctor.

## Guarantees and Liability

The Provider does not guarantee that the Smart Health app will always reach medical diagnosis and therefore meet your expectations and needs.

The Provider exclude any liability to you for any direct, indirect, incidental, or consequential damages caused by:

- (i) use or inability to use the Smart Health app caused by a technical failure or other interruption or restriction in Smart Health app service;
- (ii) information provided to you through the Smart Health app;
- (iii) the content and accuracy of the data and information entered by you into the Smart Health app;
- (iv) malfunctions caused by computer viruses or other malicious software.

## Anonymity and Personal Data Processing

We do not process your personal data when using the Smart Health app. All operations within the Smart Health app take place on an anonymous basis.

## Final Provisions

The Terms take effect on January 1, 2022.

The current version of the Terms can be found in the Smart Health app. The Provider has the right to change and supplement these Terms.

All operations within Smart Health app are governed by the law of the Czech Republic and any disputes shall be resolved by the courts of the Czech Republic.

Should any provision of these Terms be or become void or unenforceable, the effectiveness of the remaining provisions will remain unaffected.

By confirming these Terms, you declare that you have read the Terms, that you understand them, and that you agree with them.