

Medik Leo Application Terms and Conditions of Use

(hereinafter the “Terms and Conditions”)

Introduction Provisions

The Medik Leo application is an online diagnosis tool operated by:

Europ Assistance s.r.o., company ID: 252 87 851, registered office Na Pankráci 1658/121, 140 00 Prague 4 – Nusle, entered in the Commercial Register maintained by the Municipal Court in Prague under file No C 87094 (hereinafter the “Provider”).

The Provider declares that the operation of the Medik Leo application **is not the provision of healthcare within the meaning of Section 2(1) of Act No 576/2004, on healthcare, services related to the provision of healthcare and on amendments and supplements to some other laws, and the Provider hence does not act in this regard as a healthcare provider.**

Access to the Medik Leo application and its use are governed by these Terms and Conditions. Use of the Medik Leo application does not lead to the provision or acquisition of the right to dispose of licence rights to the software of part thereof.

Access to the Medik Leo application

You can access the Medik Leo application using a link on the Generali Poist'ovňa, a. s. website, and **your use of it is free of charge.**

You acknowledge that in order to access and use the Medik Leo application you need Internet access and the corresponding technical equipment (computer).

The Medik Leo application is a tool for the non-binding and informative determination of the causes of your health problems and is only intended for non-commercial use. You therefore acknowledge that it is not permitted to reproduce, copy, sell, resell or use any part of the Medik Leo application for any commercial purpose. You also acknowledge that it is not permitted to use the Medik Leo application for:

- (i) handling and manipulating data for the purpose of masking the origin of, or unauthorised access to, data via the Medik Leo application;
- (ii) transmitting or otherwise making available materials containing software viruses or other malicious software or any other computer code, files or programs designed to interrupt, damage or limit the functionality of any computer software or hardware or telecommunications equipment;
- (iii) disrupting the operation of the Medik Leo application by interfering with the server or network used for the operation of the Medik Leo application;
- (iv) analysing Medik Leo application content for further commercial use;
- (v) purposes contrary to these Terms and Conditions and/or legal regulations.

Diagnosis

You acknowledge and agree that:

- (i) information provided through the Medik Leo application is of a non-binding and informative nature only; the diagnosis of a possible disease is primarily based on probability methods and in no way replaces standard medical examinations and healthcare;
- (ii) the Provider does not provide any advice or information via the Medik Leo application, and in connection with the operation of the Medik Leo application does not claim to belong to a certain profession or claim the right to perform an expert procedure, nor does it claim to be an expert in relation to the information provided via the Medik Leo application in any other way. The operation of the Medik Leo application cannot be considered as healthcare within the meaning of Section 2(1) of Act No 576/2004, on healthcare, services related to the provision of healthcare and on amendments and supplements to some other laws;

- (iii) you are responsible for the accuracy of the information you enter into the Medik Leo application for its diagnosis decision-making.

Medik Leo Application Availability

The Provider will take the necessary efforts to ensure the Medik Leo application is fully functional.

However, you hereby acknowledge that the Medik Leo application may not be available at a specific time, e.g. during maintenance, software updates, or a period of *force majeure*. You acknowledge that the Provider cannot guarantee the continuous availability of the Medik Leo application. Similarly, the Provider cannot guarantee that the transfer of any information via the communication networks you use will be secure, or that you will have access to the Medik Leo application at all times.

As part of development, operational maintenance or repairs, the Provider is entitled to expand or change the functionality of the Medik Leo application, introduce new software modules, deploy new versions of the software, etc.

Intellectual Property Rights

The Medik Leo application is a copyrighted work within the meaning of Act No 121/2000, on copyright, on rights related to copyright and on the amendment of certain laws (Copyright Act).

You acknowledge and agree that the contents of the Medik Leo application are protected by intellectual property rights. In the event of the infringement of intellectual property rights that relate to the Medik Leo application, you are fully liable for any damage incurred.

The Provider holds licences that relate to the Medik Leo application. The Medik Leo application cannot be stored, modified or distributed, and no other property rights can be applied to it, except where the Provider has given its written consent in advance. This provision does not apply to outputs provided to you based on the entered information.

You further acknowledge that you are not granted any entitlement in connection with the trademarks of the Provider or Generali Poist'ovňa, a. s. No interference is permitted with content that includes a trademark of the Provider or Generali Poist'ovňa, a. s. if this would represent any unauthorised use of such trademark.

Accuracy and Correctness of the Provided information

You hereby acknowledge that the operation of the Medik Leo application may not be error-free. As regards the operation of the application, the Provider does not guarantee the accuracy, correctness or completeness of the diagnosis information provided to you via the Medik Leo application.

The information provided via the Medik Leo application is non-binding and for information purposes only and cannot be considered as a diagnosis of your state of health.

Always consult your state of health with your physician.

Guarantees and Liability

In relation to the use of the Medik Leo application, the Provider does not provide any guarantee that the Medik Leo application will meet your requirements and needs in terms of disease diagnosis.

The Provider is not liable to you for any direct, indirect, accidental or consequential harm arising mainly from:

- (i) the use or inability to use the Medik Leo application as a result of a failure or other interruption or restriction in the provision of the Medik Leo application service;
- (ii) the information provided via the Medik Leo application;
- (iii) the content and correctness of the data and information you enter into the Medik Leo application;
- (iv) a malfunction caused by a computer virus or other malicious software.

Anonymity and Personal Data Processing

In connection with the operation of the Medik Leo application your personal data is processed by the Provider only if you choose to have an output from the Medik Leo application sent to your email address in PDF format. Also, if you give your consent to Generali Poist'ovňa, a. s. for the processing of your personal data for marketing purposes in the Medik Leo application, your data will be processed by Generali Poist'ovňa, a. s. and the Provider within the scope indicated in the consent. Otherwise, the operation of the Medik Leo application is completely anonymous.

Final Provisions

These Terms and Conditions are valid as of 21 August 2021.

The current wording of these Terms and Conditions is always available in the Medik Leo application. The Provider is entitled to supplement and amend these Terms and Conditions.

The operation of the Medik Leo application is governed by the laws of the Czech Republic, and any eventual disputes will be decided on by general courts of the Czech Republic.

If any provision of these Terms and Conditions is shown to be invalid or ineffective, such provision is fully severable and will not affect the validity or effectiveness of the other provisions of these Terms and Conditions.

By confirming these Terms and Conditions, you confirm that you have read these Terms and Conditions, that you consider them to be definite and comprehensible, and that you agree with them.