

Terms and Conditions of TravelMedik Assistance Service

1 RECITALS

- 1.1 These Terms and Conditions (hereinafter referred to as the “**Terms**”) govern the use of TravelMedik assistance service provided by Click2Claim, s.r.o., ID No.: 28791215, with its registered office at Jičínská 1748/5, Vinohrady, 130 00 Prague 3, registered in the Commercial Register of the Metropolitan Court in Prague, file C 218874 (hereinafter referred to as “**Click2Claim**”).
- 1.2 TravelMedik is a travel assistance service designed to help you deal with health problems when travelling abroad. Depending on the selected type, it may be a single-trip service or a service rendered over a specific period of time.
- 1.3 TravelMedik may only be used by persons over 18 years of age who are not restricted in their legal capacity. Notwithstanding the previous sentence, TravelMedik may be used by a parent of a minor child, if services rendered for the benefit of a child are part of TravelMedik.
- 1.4 TravelMedik may only be used by a User who has purchased TravelMedik himself/herself or is covered under TravelMedik package purchased (hereinafter referred to as the “**User**”). The User acknowledges he/she is not entitled to consult the health condition of another person through TravelMedik, unless the User is a legal representative of such a person.
- 1.5 Click2Claim represents it is not a health services provider within the meaning of Act No. 372/2011 Sb., on health services and conditions of their provision (hereinafter referred to as the “**Health Services Act**”). TravelMedik includes assistance services and virtual medical examination of the User. An online form for assessing User’s symptoms is also a part of the service. Subsequently, the User may consult his health condition with a health service provider.
- 1.6 TravelMedik offers consultation in the following areas:
 - 1.6.1 general medicine,
 - 1.6.2 cardiology and internal medicine,
 - 1.6.3 pediatrics,
 - 1.6.4 dermatology,
 - 1.6.5 neurology,

1.6.6 gastroenterology.

1.7 The User acknowledges that TravelMedik and health services are provided in the Czech Republic.

2 USING TRAVELMEDIK

2.1 To use TravelMedik, Users must visit the website where their access data is authorized. In the event of problems with authorization, the User may contact the Click2Claim assistance call center at the telephone number that will be sent to the User after incorrect validation. The assistance call center is available 7 days a week, 24 hours a day.

2.2 After successful authorization, the User will receive access in the form of an SMS or QR code to the technical solution – software, containing smart online form for registering symptoms and information about the User´s current health condition.

2.3 Information from the online form is then sent to medical staff who will evaluate the available information and, if appropriate, recommend an online consultation with a doctor.

2.4 The User will receive an invitation by SMS to the so-called virtual waiting room, where the User will wait until he/she connected to a doctor. The User will then consult his health condition with the doctor via video call. For the avoidance of doubt, Click2Claim advises the User that the online form referred to in Article 2.2. must be fully filled in before the virtual waiting room is opened.

2.5 After the online consultation, the doctor will prepare a medical report which will be saved in the system and automatically archived. The medical report will be sent to the User´s email address registered with Click2Claim. The User will also receive an indicative translation of the medical report into English and the language of the country where the User is located.

2.6 If a personal visit to a health service provider is appropriate, the User should consult his/her travel insurance company to choose the suitable local medical facility.

2.7 Click2Claim advises that TravelMedik requires the following:

2.7.1 a technical device capable of downloading and operating websites and mobile applications (including without limitation a mobile phone, tablet, PC),

2.7.2 User´s internet connection,

2.7.3 access to the User´s electronic mail,

- 2.7.4 Internet Explorer 9 or newer, Firefox, Google Chrome, Safari (accepting HTML documents with the option to accept cookies enabled) or other suitable software, especially on portable devices,
- 2.7.5 software to open files in “pdf” format.
- 2.8 Click2Claim is not liable for the incorrect functioning of TravelMedik resulting from the User’s failure to meet the technical requirements.

3 INSTRUCTIONS FOR USERS, EXCLUSIONS

- 3.1 The User should not rely on TravelMedik if a sudden health emergency is suspected. In such a situation, the User should immediately seek medical assistance for immediate professional help on the spot.
- 3.2 A sudden health emergency is a situation when symptoms of deterioration in health occur suddenly or within a short period of time, as a direct result of which serious impairment of bodily functions, damage to the body or death requiring immediate medical attention and treatment may occur. A sudden threat to health is particularly relevant in the following cases:
 - 3.2.1 disturbances of consciousness (e.g. loss of consciousness, sudden loss of attention, impaired cognitive processes, sudden reduced ability to recognize the environment),
 - 3.2.2 convulsions (suspected epileptic seizure),
 - 3.2.3 imprecise, slurred speech, asymmetry of facial expressions, the worst headache ever experienced, double vision, sudden paralysis, weakness, numbness of limbs (suspected stroke),
 - 3.2.4 sudden sharp chest pain that increases with exertion (suspected myocardial infarction),
 - 3.2.5 heart rhythm disturbances (sudden onset, persistence of irregular heartbeat),
 - 3.2.6 severe shortness of breath (sudden onset and increasing difficulty breathing),
 - 3.2.7 sharp abdominal pain (sudden onset and increasing intensity of pain),
 - 3.2.8 persistent vomiting (no possibility of oral hydration, increasing weakness and dehydration),
 - 3.2.9 acute and severe allergic reactions (rash, swelling, shortness of breath) due to the use of the drug, bites or stings from venomous animals,
 - 3.2.10 serious injuries as a result of an accident, e.g. crushing, fall from a great height, suspected fractured bone, lower limb injury preventing independent movement,

- 3.2.11 severe, difficult to stop bleeding, e.g. nosebleeds, gastrointestinal bleeding (coffee grounds vomitus, tarry stools), vaginal bleeding, bleeding due to trauma,
- 3.2.12 extensive wound as a result of an accident,
- 3.2.13 extensive burns,
- 3.2.14 precipitous labor,
- 3.2.15 poisoning by drugs, chemicals or gases,
- 3.2.16 heat stroke (sudden increase in body temperature above 40°C, e.g. from overheating in the sun),
- 3.2.17 hypothermia (suspected hypothermia, drop in body temperature below 35°C),
- 3.2.18 electric shock,
- 3.2.19 flooding or drowning,
- 3.2.20 aggression caused by mental illness,
- 3.2.21 suicide attempt.
- 3.3 If the User is at risk of any sudden threat to his/her health or if the User has any doubt as to whether he/she is experiencing a sudden threat to health, medical assistance must be immediately sought instead of TravelMedik, in order to provide the User with immediate professional assistance on the spot.
- 3.4 The User alone is responsible for describing his/her condition, reporting and assessing the symptoms disclosed in the online form or when consulting a doctor. The User acknowledges that these are usually subjective symptoms that only the User can describe and that an accurate description is necessary for the correct assessment of the health condition, both when using the online form and when consulting a doctor.
- 3.5 The User acknowledges that TravelMedik is not a substitute for health care covered by health insurance, i.e. it is not preventive care, diagnostic care, dispensary care or curative care. This is due to the fact that the information necessary to determine the disease, its condition and severity, other information necessary to establish the diagnosis, individual treatment procedure and information on the effect of treatment is limited, and the User cannot be physically examined by a doctor.
- 3.6 Medical conditions that occurred before departure abroad cannot be dealt with under TravelMedik package.
- 3.7 TravelMedik may be denied to the User in the event of:
 - 3.7.1 commission of a criminal offence by the User;

- 3.7.2 intentional act or gross negligence of the User;
- 3.7.3 failure of the User to follow Click2Claim's instructions.
- 3.8 The User will covers the costs of the internet connection and video call from abroad, as well as other costs related to the use of the technical equipment abroad.
- 3.9 The User acknowledges that the online form may be temporarily unavailable for technical reasons, in which case an alternative form of communication with medical staff will be found.

4 LIABILITY FOR INFORMATION

- 4.1 The User is entitled to disclose through TravelMedik only true and complete data, not giving a false impression of their true meaning that cannot harm Click2Claim or any third party. In this context, Click2Claim is entitled to require the User to complete, correct or amend the data provided by the User, or to give explanation.
- 4.2 The User acknowledges and agrees that Click2Claim is entitled to store the User's individual data and related information provided by the User in connection with TravelMedik for the purpose of anonymized reports and statistics or in the event of a dispute between the User and Click2Claim regarding a breach of these Terms, for a period of three years after the use of TravelMedik.
- 4.3 Click2Claim has the right, without prior notice to the User, to refuse to distribute any text (delete, remove, block, modify, etc.) that is contrary to:
 - 4.3.1 the laws of the Czech Republic,
 - 4.3.2 general ethical rules and good manners;
 - 4.3.3 sexually explicit information;
 - 4.3.4 information contrary to the usual practice for the completion of specific forms;
 - 4.3.5 information about a third party apparently given without the consent or knowledge of that third party, or information that is manifestly false;
 - 4.3.6 information likely to damage the reputation of Click2Claim or any third party.
- 4.4 Click2Claim is entitled to check the content of the data provided, to warn the User of his/her breach of the Terms and demand immediate rectification.

5 LIABILITY CLICK2CLAIM

- 5.1 The User acknowledges that no health services will be provided by Click2Claim through TravelMedik. The service is designed to arrange for the User's virtual medical examination using an online form assessing the User's symptoms and for the subsequent consultation of the User's health condition with a health care provider.
- 5.2 Click2Claim is responsible for the provision of the service, i.e. for arranging a virtual medical examination of the User using an on-line form assessing the User's symptoms and subsequent consultation of the User's health condition with the health service provider. The health service provider alone will be responsible for the actual health services.
- 5.3 The User must protect the access data to TravelMedik. Click2Claim will not be liable for misuse of User's access data by the User or third parties.
- 5.4 Click2Claim will not be liable for any damage incurred by the User or any third party due to force majeure or failures outside Click2Claim's technical facilities. Click2Claim is not liable for the accuracy and completeness of the data published in TravelMedik and gives no guarantee to anyone who relies on such data for damage arising therefrom.
- 5.5 Click2Claim will, taking into account the state of the art, the cost of implementation, the nature, scope, context and purposes of the processing, as well as the varying likelihood and severity of the risks to the rights and freedoms of natural persons, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.
- 5.6 The User acknowledges that any translation of the medical report into English and the language of the country in which the User is located is only indicative and serves only for the doctor whom the User may visit on the spot, to become familiarized with the report if the doctor does not understand the medical report in Czech and the User is unable to translate it. Click2Claim expressly informs the User that this is not a professional translation, which would be necessary if the local doctor were to rely on such a medical report as an official and binding document. The User will notify any third party to whom the User intends to submit the translation of the medical report and who may be deemed to infer any information from the translation of the medical report that it is by no means an official translation.

6 RIGHTS IN TRAVELMEDIK AND ITS CONTENT

- 6.1 Click2Claim is the owner of TravelMedik and its content. TravelMedik is a work of authorship within the meaning of Act No. 121/2000 Sb., on copyright, on rights related to copyright and on amendments to certain acts (Copyright Act) and is protected as such. All graphic elements, technical solutions, texts, programs, databases and other materials uploaded and made available as part of TravelMedik and the manner of their presentation (arrangement) are subject to legal protection under copyright and related rights of the respective providers or licensors.
- 6.2 The User has no ownership of TravelMedik. Click2Claim grants the User a non-exclusive, revocable, non-transferable and non-assignable license to TravelMedik service to the extent necessary to use TravelMedik.
- 6.3 The User is not authorized to use TravelMedik other than for his/her own use (or for use by a parent for a minor child if TravelMedik was purchased for the child). The User is not entitled to distribute or copy the contents of TravelMedik without the prior written consent of Click2Claim. The User is not authorized to tamper with the technical or material content of TravelMedik. Information from TravelMedik may not be used for giving an official diagnosis or changing a diagnosis of a healthcare professional.
- 6.4 The User is entitled to use the data from TravelMedik, of which he/she is not the author, only for the User's private purposes and may not distribute or reproduce the data in any way.
- 6.5 All names and designations of products, services or entities, including but not limited to trademarks, logos or service marks of TravelMedik are placed on the website or in the application for informational purposes only.

7 PRIVACY

- 7.1 Click2Claim advises that TravelMedik involves the processing of User's personal data. Conditions of personal data processing are dealt with separately.
- 7.2 Click2Claim's Privacy Policy forms a separate document, available here: https://www.click2claim.eu/data/vop/TM_gdpr.pdf
- 7.3 The User acknowledges that any third party whose personal data are to be disclosed to Click2Claim and/or health services provider as part of TravelMedik must grant prior consent to such disclosure. The User is fully liable for the use of the third party's personal data.

8 COMPLAINTS

- 8.1 Complaints regarding TravelMedik can be sent by the User via email to the Click2Claim email address: travelmedik@click2claim.eu.
- 8.2 A properly submitted complaint must include the following information:
 - 8.2.1 identification of the User (name, surname, electronic address, ID code),
 - 8.2.2 subject of the complaint,
 - 8.2.3 circumstances justifying the complaint.
- 8.3 Where necessary for the proper resolution of a complaint, Click2Claim reserves the right to require the User to provide further information or explanations.
- 8.4 Click2Claim will resolve the complaint promptly, but no later than 30 days after receipt.
- 8.5 Click2Claim will proceed in resolving the claim in accordance with the Terms and applicable legislation.
- 8.6 Complaints concerning the quality of services provided by a healthcare provider will be referred by Click2Claim to the healthcare provider for processing. The User will be informed of this.
- 8.7 The decision on the complaint will be sent to the User to the e-mail address specified in the complaint.

9 CONSUMER DISPUTE RESOLUTION, RIGHT OF WITHDRAWAL

- 9.1 In cases where the User is a consumer in relation to Click2Claim and a consumer dispute arises that cannot be resolved by mutual agreement, such User may submit a proposal for out-of-court resolution of the consumer dispute to the Czech Trade Inspection Authority (Central Inspectorate - ADR Department, with the registered office at Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz, web: adr.coi.cz).
- 9.2 Where the User is a consumer in relation to Click2Claim, if a contract has been entered into by means of distance communication, such a User may withdraw from the contract within 14 days of its conclusion in accordance with the provisions of Section 1829 of the Civil Code. However, the consumer will not be entitled to withdraw from the contract if TravelMedik, as requested by the User, is to be provided within a period of less than 14 days from the conclusion of the TravelMedik contract; in such a case, the right to withdraw from the agreement will expire.

10 FINAL PROVISIONS

10.1 The current version of the Terms is available on Click2Claim website.
<https://www.click2claim.eu/>.

10.2 These Terms will come into force and effect on 1.11.2023.

10.3 Click2Claim is entitled to unilaterally change the Terms from time to time. Such a change to the Terms will be effective once the current version of the Terms is published on Click2Claim's website.

In Prague on 1.11.2023

Click2Claim, s.r.o.
Ing. František Herynk, executive director