# **Terms and Conditions**

These general terms and conditions (hereafter referred to as the '**Terms**') govern the rights and obligations between the customer (hereafter referred to as the '**Customer**') and the provider of Preparatory Courses (hereafter referred to as the '**Provider**') in connection to the offered online Preparatory Courses on the <u>premedicalcourse.com</u> website (hereafter referred to as the '**Website**').

The Personal Data Protection Policy, available here: <u>Personal data protection policy | Premed-ical course</u>, contains all pertinent information concerning the processing of Customer's personal data.

All communication between the Customer and the Provider will take place primarily remotely. The parties will use distance communication to conclude the Agreement, allowing them to reach an agreement without being physically present. The Customer covers the costs of communication and the provision of distance Preparatory courses on his own.

By sending the Customer's registration form to the Preparatory Course, the Customer declares that he has read, understood, and agrees to these Terms and Conditions in their entirety.

In no case does the Provider guarantee that the completion of any of the offered Preparatory Courses ensures the Customer's successful pass at the entrance exam for the selected medical faculty.

### 1. Basic concepts and explanations

- 1.1. Provider the company NAMEDICINU s.r.o. (Identification number: 107 62 744; Tax identification number: CZ 107 62 744) at Bělehradská 858/23, Vinohrady, 120 00 Prague 2, registered under file number C 347996, held at the Municipal Court in Prague, e-mail: <u>info@premedicalcourse.com</u>, which provides the Customer with online preparatory courses for entrance exams to medical faculties (hereafter referred to as 'medicine').
- 1.2. **Customer** a person interested in online Preparatory courses and concludes a Contract with the Provider.
- 1.3. **The preparatory course** is one of the following online courses Customers can order via the Website: Basic, Standard, and Premium.
- 1.4. **The contract** is a contract, settled based on a duly completed registration form sent through the Website.



# 2. Contract closure

- 2.1. The contract is settled based on a properly completed registration form, which the Customer can modify until the moment of sending through the Website. The contract is concluded in electronic form, in English, once the Provider confirms the application form to the Customer.
- 2.2. The contract is valid from the date of confirmation of the Application form till the 31st of August of the year following the year of confirmation of the Application form by the Provider.
- 2.3. The Customer sends the Application form to the Provider for approval by pressing the 'Register' button. Before pressing the 'Register' button, the Customer must confirm familiarization and compliance with the Terms and Conditions and the Personal Data Protection Policy. Otherwise, it will not be possible to send the Application form.
- 2.4. The Provider will confirm the Customer's registration to the selected Preparatory Course within 24 hours of the delivery of the completed registration form by a message sent to the e-m ail address provided by the Customer in the registration form. The confirmation includes a summary, these Terms, and payment information.
- 2.5. The Provider reserves the right to refuse registration to the Customer for any reason in the event of unavailability of the ordered Preparatory Course (e.g., a technical problem preventing the Preparatory Course from being provided, etc.).

## 3. Preparatory courses

- 3.1. The Provider based the syllabus and time distribution of the Preparatory Courses on the information available at the start of the provision of its services. Therefore, the Provider is not responsible for any changes in the system of entrance exams for medicine, in the curriculum, or other parameters unknown to him at the time of the creation of the Preparatory Courses, and these changes are not grounds for a complaint or termination of the Agreement.
- 3.2. To properly provide the Preparatory Course, the Customer must ensure a stable Internet connection, have a current version of the web browser installed on their computer or mobile device, and have a valid and functional e-mail address that they provided during registration.
- 3.3. Preparatory course **Basic** 35 hours of teaching videos from one subject (biology or chemistry). Possibility to write questions to lectors through e-mail (hereafter referred to as 'Possibility to write questions').
- 3.4. Preparatory course **Standard** 35 hours of teaching videos from biology and 35 hours of teaching videos from chemistry. Possibility to write questions to lectors through e-mail. Online app for sample question training (hereafter referred to as



'App'). Possibility to use individual one-on-one consultation with the lector two times (hereafter referred to as 'One-on-one consultation').

- 3.5. **Premium** preparatory course 35 hours of teaching videos from biology and chemistry each. Possibility to write questions to lectors through e-mail. Online app for sample question training. Possibility to use individual one-on-one consultation with the lector five times.
  - 3.6. The total length (numbers are rounded up to whole hours) of the teaching videos is:
    - 3.6.1. 33 hours biology (The Faculty of Medicine at Pavol Jozef Šafárik University in Košice, Slovakia),
    - 3.6.2. 35 hours biology (Jessenius Faculty of Medicine in Martin, Comenius Univesity, Slovakia),
    - 3.6.3. 34 hours chemistry (The Faculty of Medicine at Pavol Jozef Šafárik University in Košice, Slovakia),
    - 3.6.4. 25 hours chemistry (Jessenius Faculty of Medicine in Martin, Comenius Univesity, Slovakia).
- 3.7. The Preparatory course will be available to the Customer on the Provider's Website immediately after paying the price of the selected preparatory course.
- 3.8. Each Preparatory Course runs until the day specified in the overview of the specific Preparatory Course listed on the Website at the time of sending the Application Form. This period changes every year.
- 3.9. After the end of the Preparatory Course, the Customer has access to the teaching videos, which the Customer had access to during the Preparatory Course, until the 31st of August of the year following the year of confirmation of the Application Form by the Provider. After the end of the Preparatory Course, the Customer does not have access to the App and cannot use the Possibility to write questions and One-on-one consultation.
- 3.10. If the given Preparatory Course contains an App, the Customer can use this App at any time during the preparatory course in the manner indicated in the App's description.
  - 3.10.1. Using the App does not call for additional requirements compared to those required to access the Preparatory Course.
  - 3.10.2. The Provider reserves the right to make errors in the correctness or formulation of the App's questions.
  - 3.10.3. In the case of a report of an error in the App's question by the Customer using the button intended for this, the Provider guarantees to remove this error within 72 hours.



- 3.11. If the given Preparatory Course includes the Possibility to write questions, the Customer may at any time during the Preparatory Course address questions regarding the content of the given teaching video to the lector's e-mail address provided with the given teaching video.
  - 3.11.1. These questions must be in writing and made from the Customer's e-mail address, which he provided during registration, to the e-mail address of the lector supplied with the given teaching video.
  - 3.11.2. The number of questions during the course is not limited in any way.
  - 3.11.3. The lector will answer the question without undue delay, however, no later than within 72 hours of receiving it. It is possible to extend the deadline by mutual assent.
  - 3.11.4. The Customer agrees with the potential of the lector's request to reform his question if the answer exceeds the range of 300 words so that the answer is within the specified range. If the Customer does not reformulate his question according to the conditions specified in this point, the lector does not have to answer his question. This event is not considered a reason to withdraw from the contract.
- 3.12. The Customer can request a consultation from the lector anytime during the Preparatory Course via the e-mail address supplied in the given teaching video, provided that the One-on-one consultation is part of the given Preparatory Course.
  - 3.12.1. This request must be in writing and made from the Customer's e-mail address, provided during the registration, to the e-mail address of the lector indicated in the given teaching video at least 15 days before the end of the Preparatory Course.
  - 3.12.2. The maximum number of One-on-one consultations during the course is specified in point 3.4. and 3.5. of these Terms.
  - 3.12.3. It is forbidden to make a recording of the One-on-one consultation.
  - 3.12.4. The date of the One-on-one consultation will be determined based on a written agreement between the Customer and the lector, but no later than 14 days from the date of addressing this request.
  - 3.12.5. The One-on-one consultation takes place online through the Microsoft Teams platform. The Customer will receive the link to the video conference via his e-mail address 30 minutes before the beginning of the agreed-upon One-on-one consultation date, at the latest.
  - 3.12.6. One of the One-on-one consultations lasts a maximum of 60 minutes and starts from the moment of the registration of the Customer and the lector onto the conference platform on the agreed-upon date.
  - 3.12.7. In the event of the Customer not connecting within 15 minutes of the date of the agreed-upon One-on-one consultation and the lector's presence during this



entire time, the lector can cancel this One-on-one consultation. The Customer does not have a right to a substitute One-on-one consultation in such a case.

- 3.12.8. In case of sudden and unexpected circumstances (especially adverse health conditions), the Customer can cancel the agreed One-on-one consultation. The Customer must notify the lector of such cancellation in writing to the e-mail address at least 24 hours before the agreed-upon date. In this case, the Customer will immediately propose another date for the One-on-one consultation, according to the conditions settled in Article 3.11.
- 3.12.9. In case of sudden circumstances (especially the lector's adverse health condition), the lector can cancel the agreed-upon One-on-one consultation date. The lector is obliged to notify the Customer of this cancellation in writing to the email address he provided during the registration no later than 30 minutes before the agreed-upon date. The lector will immediately suggest another One-on-one consultation date in such a case.

# 4. Rules of Customer Conduct

- 4.1. When signing up for the Preparatory Course, it is mandatory for the Customer to inform the Provider of all the required information correctly and truthfully and to operate only under his legal name. Therefore, the Provider will consider the Customer's registered information correct and valid.
- 4.2. The Customer guarantees to communicate with the lectors and the Provider ethically and according to good morals, not to spread, neither in private messages nor in reviews, inappropriate or offensive content, especially threats or bullying against an individual or a group, racial discrimination, hateful statements against a group, graphic images of crime or accident scenes, animal abuse, murder, self-harm, extortion, trafficking of the endangered species and more.
- 4.3. All materials published on the Website, made available to the Customer during the Preparatory Course, or provided in any other way, their graphic, text, image, or voice content are copyrighted work and are protected by copyright law and legal regulations for the protection of industrial property.
- 4.4. No part of the Websites, lessons, or materials provided to the Customer by the Provider, in particular texts, images, videos, notes, or tests, may be fully or partially copied or otherwise reproduced or disseminated, shared, distributed, or stored on a data repository that is public or accessible to other persons, without the prior consent of the Provider.

## 5. Pricing and payment terms

5.1. The price of the Preparatory Courses is listed on the Website and stated on the registration form. The price always includes VAT and all fees established by law. The



price contains the production of educational videos by the lector, the preparation of the lector for the educational videos, the preparation of the lector to answer questions from the Customer, and the technical support of the entire Preparatory courses. Textbooks or any study materials are not included in the price for the Preparatory Course and are paid for by the Customer himself.

- 5.2. The Customer pays the price for the Preparatory courses all at once. The Customer can find the total sum for each Preparatory Course in the reports on Preparatory Courses available on the Website.
- 5.3. The Customer can ask the Provider to divide the price of the Preparatory Course into installments. In such a case, the Provider assesses these requests individually. In case of compliance, the Customer will receive the approval by e-mail. This request must be in writing and sent from the Customer's e-mail address, which he provided during registration.
- 5.4. The price for the Preparatory Course is due no later than the 15th day from the date of confirmation of registration.
- 5.5. The Customer pays the price or deposit via non-cash transfer to the Provider's bank account. The account number is CZ132010000002401971085 for payment in EUR. The payment instructions that the Customer receives upon registration include the variable symbol. The Provider considers the date of the Provider's account receiving the correct amount of money from the Customer's account to be the payment date.
- 5.6. The Customer agrees that if the Provider is obliged to issue a tax document, this document will be delivered to him in electronic form at the e-mail address provided by him after payment of the price for the selected Preparatory Course.

## 6. Discount

- 6.1. The Provider provides the Customer with a discount of 50 € for the recommendation of each registered participant of the Preparatory Course as long as the case fulfills the following conditions:
  - 6.1.1. A discount of 50 € per referral only applies if the Customer has signed up for the Preparatory Course and paid the total price for the Preparatory Course.
  - 6.1.2. To apply this discount, the Customer must enter the name and surname of another Preparatory Course participant when registering for the Preparatory Course in the registration form in the 'How did you hear about us' section. The Provider checks whether it registers the participant of the Preparatory Course with the entered first and last name.



- 6.1.3. For this discount to apply, the participant of the Preparatory Course listed in 'How did you hear about us' must pay the total price for the Preparatory Course according to Art. 5.
- 6.1.4. To apply this discount, neither of the participating parties may withdraw from the contract or terminate it in any other way before the end of the Preparatory Course.
- 6.1.5. The Provider transfers the discount of 50 € for each recommendation to the Customer's account, from which he sent the payment for the Preparatory Course. This transfer will arrive no later than the last day of the Preparatory Course of the participant listed in 'How did you hear about us.'

### 7. Access to the Preparatory Course

- 7.1. In connection to granting access to the Preparatory Course, the Provider is obliged in particular:
  - 7.1.1. to ensure the functionality and availability of the Website,
  - 7.1.2. to regularly update the software of the Website in terms of functionality and security of the Website,
  - 7.1.3. to implement measures to reduce or eliminate possible gaps in accessibility to the Preparatory Course,
  - 7.1.4. to carry out a planned preventive disconnection of the provided Preparatory Course to check, maintain, or replace hardware, or set up or update the software of the Website (hereafter referred to as 'downtime'),
  - 7.1.5. to inform the affected Customers in advance about the planned shutdown by email,
  - 7.1.6. to notify the Customer without undue delay of any planned restrictions, interruptions, or planned measures operating on the Internet and on the Provider's or third-party devices that may affect the availability of the Preparatory Course,
  - 7.1.7. to unilaterally modify or change the functional or technical specification of the Preparatory Course or improve the user interface for accessing the Preparatory Course, as long as this modification, change, or improvement is according to the latest professional knowledge in the relevant field or will indisputably contribute to the Customer's user comfort,
  - 7.1.8. to provide the Customer with help and technical support via provided e-mail.
- 7.2. In connection to granting access to the Preparatory Course, the Customer is obliged in particular:
  - 7.2.1. to maintain confidentiality concerning the data necessary to access the Customer's account, which contains the teaching videos and other materials that are the subject of the Preparatory Course,



- 7.2.2. to disallow third parties access to the teaching videos and other materials that are the subject of the Preparatory Course,
- 7.2.3. to refrain from distributing or making available in any way, via the Internet or physically, any content that is accessible to the Customer after logging into the Customer's account.

# 8. Complaints about the Preparatory Course

- 8.1. The Customer has the right to file a complaint in writing at the Provider's headquarters or electronically sent to the Provider's e-mail address.
- 8.2. For complaints, the Customer can also use the sample form supplied by the Provider (see attachment no. 1 of the Terms). The complaint must contain the name and surname of the Customer and a description of the subject of the complaint. If the complaint does not include these details, it will not be considered a complaint.
- 8.3. Within three days of receiving the complaint, the Provider will confirm to the Customer via the e-mail address that it received the complaint and include the date it received the complaint and the estimated duration of the processing of said complaint. The Provider will handle the complaint without undue delay but no later than within 30 days of its receipt. It is possible to extend the deadline by mutual accession. If the deadline expires, the Customer may withdraw from the contract.
- 8.4. The Provider will inform the Customer about the processing of the complaint by email.

## 9. Termination of the Agreement

- 9.1. Withdrawal from the Agreement, i.e., termination of the contractual relationship between the Provider and the Customer, may occur for the reasons and methods specified in this article or other provisions of the Terms that explicitly state that a withdrawal is possible.
- 9.2. The Customer has the right to withdraw from the contract without giving a reason within 14 days from the conclusion of the contract. The Customer expressly agrees that in situations of the Provider making the Preparatory Course available to the Customer and, therefore, starting to provide its services before the expiration of the 14-day withdrawal period, the Customer does not have the right to withdraw from the Agreement.
  - 9.3. The Customer must send the withdrawal via e-mail to the e-mail address <u>in-fo@premedicalcourse.com</u>. The withdrawal must contain the name and surname of the Customer. For withdrawal, the Customer can also use the sample form provided by the Provider (see attachment no. 2 of the Terms).



- 9.4. In case of withdrawal from the Agreement by the Customer, the Provider will reimburse the Customer within 14 days of the effective withdrawal date to the account that rendered the payment to the Provider's account. In case of termination of the Agreement in another way, the Customer is not entitled to the refund of any part of the price.
- 9.5. The Provider may terminate the Agreement by giving notice with a 14-day notice period, which begins on the day following the date of the delivery of the notice, for any of the following reasons.
  - 9.5.1. If the Customer's conduct violates the rules of conduct established in Art. 4. and significantly disrupts the Preparatory Course. In such a case, the Customer does not have a right to a refund of the paid price.
  - 9.5.2. In the event of the Customer not paying the installment within the agreed-upon term (if the Customer and the Provider have agreed in writing to divide the price for the Preparatory Course into installments) and the Provider has notified him of the delay at least 7 days before giving notice, the Customer in such a case is not entitled to a refund of the paid price.
  - 9.5.3. As long as it is apparent that the Customer intentionally provided incorrect information when registering. In such a case, the Customer does not have a right to a refund of the paid price,
  - 9.5.4. If the Customer allows access to the account to third parties or breaks any of the rules outlined in Art. 7.2. In such a case, the Customer is not entitled to a refund of the paid price.
- 9.6. The termination of the Agreement will be delivered to the Customer by the e-mail address provided during registration.

## **10.** Resolution of disputes with consumers

- 10.1. According to the Consumer Protection Act, the Customer has the right to an out-of-court settlement of a consumer dispute arising from the contract. In such a case, the Customer is eligible to contact the Czech Trade Inspection, Central Inspectorate ADR Department, Štěpánska 15, 120 00 Prague 2, e-mail: adr@coi.cz, web: adr.coi.cz. The out-of-court resolution of a consumer dispute is initiated exclusively at the Customer's request and only in the event of the consumer dispute not being able to be resolved directly. The proposal's submission can be no later than 1 year from the date the Customer exercises his right, which is the subject of a dispute with the Provider for the first time.
- 10.2. Furthermore, the Customer can start an out-of-court dispute resolution online through the ODR platform available on the website ec.europa.eu/consumers/odr/.



# **11. Final Provisions**

- 11.1. Unless the context indicates otherwise, the meaning of a singular word includes the meaning of the given word in the plural, and vice versa. The essence of a word expressing a particular gender also includes other genders. Headings and capital letters are provided only for clarity and do not affect the interpretation of these Terms.
- 11.2. All reviews listed on the Provider's Website come from Customers who purchased and completed the Preparatory Course. Each review contains a link to the social network profile of the Customer who wrote the review. The previous Customers created the mentioned reviews with the Provider's full knowledge. Additionally, the Customer cannot publish a review on the Website of the Provider without his knowledge. Reviews are published in their original form and undergo only an additional language check, which does not affect the content and meaning of the review. If the review is in any other language than English, the received review is translated into English and published on the Provider's Website afterward while preserving the original meaning.
- 11.3. The Provider will deliver all written correspondence with the Customer via e-mail to the Customer's e-mail address specified during registration.
- 11.4. If these Terms and Conditions are changed by the Provider during the duration of the Agreement, the Customer will be informed by e-mail at least 14 days before the change takes effect. If the Customer does not send a notice of termination of the Agreement within 14 days of receiving the change to the Terms, the new Terms and Conditions become part of the Agreement and apply from the effective date of the change to the Terms. The termination of the Agreement becomes effective the moment the Customer sends the notice to the Provider.
- 11.5. In the case of force majeure or events that cannot be foreseen (such as natural disasters, pandemics, operational failures, subcontractor outages, and others), the Provider is not responsible for damage caused as a result of or in connection with cases of force majeure or unforeseeable events. Both parties have a right to withdraw from the Agreement if this state lasts longer than 10 days.
- 11.6. The Provider will archive the Agreement, including the Terms and Conditions, in digital form, and the Customer will not have access to these forms. Upon confirmation of the Customer's registration for the Preparatory Course, the Provider will send a summary of these Terms and Conditions to the Customer by e-mail.
- 11.7. The Annex to the Terms and Conditions contains a sample form for a complaint and a sample form for withdrawing from the Contract.
- 11.8. These Terms and Conditions take effect on 10. 06. 2024.



#### **APPENDIX NO. 1 – COMPLAINT FORM**

#### **Complaint application**

Date of the conclusion of the contract:	
Name and surname:	
E-mail adress:	
Description of the complaint:	

At the same time, I request the issuance of a confirmation of the application of the complaint indicating when I applied this right, what is the content of the complaint together with my complaint, including the date and method of handling the complaint.

A date:

Signature:



# **APPENDIX NO. 2 – CONTRACT WITHDRAWAL FORM**

# I hereby declare that I withdraw from the Agreement:

Date of the conclusion of the contract:	
Name and surname:	
E-mail adress:	
Reason for withdrawal:	

A date:

Signature:

