

# TRADE CONDITIONS OF THE APPLICATION NEXTLIFE

## 1. GENERAL PROVISIONS

These trade conditions are issued by the entrepreneur in accordance with the provision of law § 1751 and subsequently of the Civil code and they regulate the **rights and duties of the ENTREPRENEUR and YOU as a user** during the operation and usage of the application and at providing related services by the entrepreneur and they are the integral part of the agreement between you and the entrepreneur.

## 2. Determination of legal concept

**Application** – it is understood NEXTLIFE application made and administrated by Entrepreneur, it exists in the form (i) of mobile application possible to be installed in your mobile device (in particular mobile phone, smart watches, tablet etc.) and in the form (ii) web application accessible by the internet browser at the address [www.nextlifeapp.cz](http://www.nextlifeapp.cz).

**Package** – it is understood a set of Examinations provided by the Cooperating devices.

**Civil code** – it is understood the law No. 89/2012 Sb., civil code as amended.

**Recipient** – it is understood the natural person in favour who you purchased Package.

**Trade conditions** - it is understood these Trade conditions of NEXTLIFE application.

**Trade / commercial message** – it is understood all forms of messages including advertisement and invitation to visit internet pages designated to the direct and undirect support of goods or services or image of Entrepreneur or other subject.

**Voucher** – it is understood a voucher by course of law § 1939 and subsequently of the Civil code issued by Entrepreneur. This voucher warrants You or the Recipient (donatory) to draw services included in the purchased Package at the selected cooperating facility.

**Entrepreneur** – it is understood the company Integrated Medical Solutions a.s., IČ: 04452020, based in Jankovcova 1518/2, Holešovice, Praha 7, post code 170 00, registered in the company register by municipal court in Prague, section B, insert 20991, contact phone: 800 66 33 99, contact email [kontakt@inmeso.cz](mailto:kontakt@inmeso.cz).

**Personal data protection regulation** – it is understood the law No. 101/2000Sb., about personal data protection and about the change of some laws, as amended and other law regulation substituting the previous to the extent in which it is substituted.

**Registration** – it is understood the process of the entry of your Registration data and its sending to Entrepreneur.

**Registration data** – it is understood the obligatory data including your name, surname, date of birth, gender, age and contact email address and optional data including your height, weight, phone number and contact address.

**Agreement** - it is understood the licence agreement and agreement about the usage of Application concluded in accordance with the provisions § 2371 and subsequently and § 1746 article 2 of Civil code between you and Entrepreneur in the way stated in the art. 3 of these Trade conditions.

**Care agreement** - it is understood the agreement concluded between Cooperating facility and You or Recipient on the base of mediatory services of Entrepreneur, the object of which is to carry out Examination included in Packages offered by Cooperating facilities and which you can draw on the base of Voucher purchased through the Application.

**Software** – it is understood all and any from the following stated works: (i) Application including all its internal parts and elements, (ii) computer program and all databases serving for running of Application, (iii) web pages of Application [www.nextlifeapp.cz](http://www.nextlifeapp.cz) including all elements as are graphic, texts, pages lay out, pictures, audio or audio-visual works published on pages.

**Agreement with personal and sensitive data processing related to Voucher and health box** – it is understood Your or Recipient's approval with handover of Examination results from the side of Cooperating facility to Entrepreneur and with personal and sensitive data processing in connection with it and approval with personal and sensitive data processing within Health Box function.

**Cooperating facility** – it is understood Entrepreneur of health services by course of § 2 of law No. 372/2011 Sb., about health services and conditions of their providing (law about health services) as amended or other subject concerning with services in the field of health prevention and protection that they (possibly their health facility, clinic, laboratory workplace, testing/sampling workplace etc.) stated in Application in the Cooperating facilities list. Medical examination or other

**User and You** – it is understood a natural person concluding the Agreement with Entrepreneur.

**User account** - it is understood Your account you create in Application on the base of Registration.

**Examination** – it is understood a laboratory examination, health examination or other medical execution or other service in the field of health prevention and protection.

**Basic approval with personal and sensitive data processing** – it is understood Your approval with personal and sensitive data processing given to Entrepreneur in accordance with regulations about personal data protection.

### 3. AGREEMENT

By completing the Registration, you conclude an Agreement with Entrepreneur, its content is made by these Trade conditions, principles of personal and sensitive data protection and other documents being by these Trade conditions referred to. By completing the Registration, you confirm that you have familiarized with these Trade conditions and principles of personal and sensitive data protection and you obligate to keep them. Before completing the Registration, you have to express your Approval with personal and sensitive data processing.

Subject of the Agreement is the obligation of Entrepreneur to provide You authorization to use Application and services offered by its means and Your obligation to use Application under conditions stated in these Trade conditions.

Application usage is for You free of charge.

#### 4. FUNCTIONALITIES OF THE APPLICATION

Application NEXTLIFE contains particularly these functionalities:

- **Function Life Style** allows You note and administrate information about Your lifestyle and physical activities (for more information see in article 8 below).
- **Function Health Box** allows You access to information about Your state of health (more information in the article 9 below).
- **Function sharing data of another user or other person** allows You image in Your user account data of another User or person who is not a user of Application (more information in the article 10 below).
- **Function Packages** allows You to purchase Vouchers for Packages contenting Examinations offered by Cooperating facilities (more information in article 11 below).
- **Function Map** gives You basic information about Cooperating facilities and provided by them health and related services and at the same time it allows You search the nearest Cooperating facility by the actual location or entered address.
- **Function News Feed** gives You articles, information and Trade messages thematically focused on prevention and health protection and healthy lifestyle.

These functions are ensured and executed through data collection about You or other information, (i) which You entered by your own into Application or (ii) which will be generated by Application itself or (iii) which will be obtained with your agreement from other person (particularly Cooperating facilities) or (iv) which will be obtained with your agreement by connection of Application with other applications being used by you. Obtained data are further given into the data centre of Entrepreneur by the secured (coded) way.

#### 5. REGISTRATION

Application you can use in full extent after the successful completing of Registration. Web version of Application you can use without Registration at least in the limited extent, into the mobile version of Application you get access on the base of Your Registration only.

You can execute Registration directly in Application by fulfilling up Your registration data into the registration form and then their sending to Entrepreneur. To your email address it will be send the confirmation email with activating code. At Registration you have to state Registration data correctly and truly.

Before completing the Registration, you are obligated to get familiarized with these Trade conditions. The essential condition of Registration is giving your basic approval with personal and sensitive data processing. Giving of your approval with Trade conditions and basic approval with personal and sensitive data processing you express by ticking the button located in the bottom part of the registration form before completing the Registration.

Procedure at the registration of User younger than 18 years is described in article 14 of these Trade conditions.

In case of Recipient the Registration is not obligated, if the Recipient uses web version of Application only for adding data needed for drawing Voucher and if he /she won't need usage of other functions and services provided by Application.

By the time the Registration is completed so by the time of concluding the Agreement you are authorized to use the Application in full extent for executing necessary steps leading to your Registration. Up to the moment of Registration rights and duties of these Trade conditions apply to you adequately. Adequately these Trade conditions apply to Recipient too, who does not execute Registration in accordance with previous article.

## **6. OPENING OF THE USER ACCOUNT**

By completing of Registration, it will be open your User account.

Into your User account you can log in by registration data, these are your user name and password. Registration data you select by your own according the instructions, given to you at the time of your first log in your User account. Your registration data you can subsequently change in setting of your User account.

By the way of your User account you can use each function of the Application, execute options of setting up the Application and administrate your personal, sensitive and other data.

## **7. CANCELING OF YOUR USER ACCOUNT AND TERMINATING THE AGREEMENT**

A a User you are entitled (a) anytime and because of any reason (i) to cancel your User account or (ii) withdraw Your basic agreement with personal and sensitive data processing or (iii) uninstalled Application from your device. The Entrepreneur is entitled to cancel your User account particularly in cases, if you break these Trade conditions or if you withdraw your basic agreement with personal and sensitive data processing. Cancelling of the account, withdrawal of the basic agreement with personal and sensitive data processing or uninstalling of the Application is considered as the termination of the Agreement between You and Entrepreneur. Entrepreneur will dispose of your personal and sensitive data without delay or entrepreneur transfer your data into the anonymous form so it is not possible on their base to identify Your person.

In case you will not use the Application in any way more than 1 year, Entrepreneur will inform you about the possibility to cancel your User account. In case you wish to keep your User account or you do not answer the request by the given period of time, Entrepreneur will cancel your User account and your personal and sensitive data will be transferred into the anonymous form.

## **8. LIFE STYLE**

Function Life Style is je meant to monitor and record information informing about:

- Your physical activities (for example walking, running, cycling etc.)
- Your lifestyle (for example nutrition, received and spent energy, weight, BMI, blood pressure, etc.)

This information can be obtained from the sensors of your device, by automatic transfer from other applications you use or you can enter them into the Application directly. With other Users.

Function Life Style allows you to analyse this information, monitor your goals in fitness and life style and it allows you to share this information possibly with other Users. (see article 10 below).

## **9. HEALTH BOX**

Function Health Box is based on collecting and recording information about health including particularly information about Examination results, Your consultations with doctors, statistics of executed examination results, etc. Function Health Box uses mainly Your sensitive data about your health by the course of Regulations of personal data protection.

You can entry information (including your sensitive data about your health) directly into the Health Box or they can be entered by the Entrepreneur, who obtains them from the third persons (Cooperating facilities or other doctors, medical facilities or other providers of health services or other subjects providing the services in the field of prevention and health protection, whose services you will use.

For securing as at higher level as possible the security of Your sensitive data and for forestalling of unauthorized access of the third persons to this data Your Health Box will be accessible on the base of entry a unique activating code obtained from Entrepreneur. The collection, storage and processing of your data the Entrepreneur will be able to execute only on the base of your agreement with personal and sensitive data processing related to Voucher and Health Box, giving this agreement is an essential condition of opening and using of Health Box function.

For allocation of activating code, you can personally ask at the workplace of dedicated Cooperating facility. The unique activating code will be sent in the way of SMS message to given phone number by you after giving the Agreement with personal and sensitive data processing for Voucher and Health box and after verification of your identity. Detailed procedure for identity verification and for giving Agreement with personal and sensitive data processing for Voucher and Health Box (including procedure in case the User is a person younger than 18 years) is described in article 14 of these Trade conditions.

The access into Health box is then possible only after entering PIN you create yourself in the process of Health Box activation.

## **10. SHARING DATA OF OTHER PERSONS**

Your activities and data saved on your User account are in initial setting considered private. If you are interested you can change this setting and allow other Users to display some your activities and data (including your personal and sensitive data) within their User accounts or you can obtain yourself the access to data (including personal and sensitive data) of other users or other persons, whose data are registered in the Application, even if these persons are not Users of the Application (for example your children or other close persons). In the setting of your User account or in the way of selected Cooperating facilities you can add other User or other person, whose data will be shown on your User account.

Adding of other User or other person you can carry out in a few ways:

- by the way of specified Cooperating facilities. In this way it is possible achieve interconnection of your User account with data of other User or person being not the User of the Application herself/himself;
- by the option sharing and selecting particular person, who you want to give your data to, on your User account.

The extent of shared data, sharing of those the Application allows, always determines a person, whose data should be read up on the account of other User (by circumstances You or other person, if his /her data should be displayed on your User account). The condition of data sharing is always giving of the Agreement with sharing data from you (in case you are interested that your data will be displayed to other User) or from other User or other person (if data of another User or other person should be displayed on your User account).

## 11. PACKAGES

In the function Packages it is at your disposal a list of Packages offered by Cooperating facilities. Examinations included in packages you can draw on the base of Voucher purchase issued by Entrepreneur by the way of Application. The Voucher for the Package you can draw yourself or you can purchase the Voucher in favour of another person - Recipient.

After clicking the name of the particular Package, it displays particularly:

- basic information about Examinations included in the Package;
- information about the cost, you can purchase the package for. The costs stated in the Application present the final price for the Voucher including VAT;
- information about how it is possible to draw the Voucher – stated will be contact data of particular workplaces of Cooperating facilities, where can You or Recipient personally come for the Examination; and
- information about what time it is possible to draw the Examinations included in given Package (i.e. information about validity time of the Voucher for given Package).

In case you will be interested in usage of specific Package, in the Application carry on an order of the Voucher for drawing selected Package by you. The order and buy-sell agreement of the Voucher is possible to make and conclude in the Czech language. The Order you carry on in this way:

- fulfil up order form online and by way of the Application send it to the Entrepreneur. Part of the order is particularly stating purchased goods and its basic description, your identification, stating the method of payment for the Voucher and its way of delivery, as well as recapitulation of entered data by you and its final confirmation. At any time before sending the order you have the right to go back to the completed step and correct mistakes or modify information you have already entered: and
- you pay the price of the Voucher by selected payment method, i.e. on account by bank transfer, on account by payment card or by payment in the form of SuperCash.

If you are interested in the purchase of Package for yourself, in the order form you have to, among others:

- state your basic identification data;

- to give your Agreement with personal and sensitive data processing for the Voucher and Health Box;
- from offered possibilities select the concrete work place of Cooperating facility where you go for execution of needed biological sample collection (blood, urine, etc.); and
- choose the way how you want to deliver the results of your Examination and final evaluating report.

If you purchase the Package for another person – Recipient, data according this article will enter the Recipient into the Application additionally. In case the Examination results and final evaluation report should be delivered to the Recipient by post, it is needed to carry on this option already at time of the Voucher order.

The order is obligatory completed at the moment, when there is an acceptance of your payment for purchased Voucher on the side of Entrepreneur. On the base of completed order the Entrepreneur ensures that to your email address you have stated in the order form will be sent (i) Voucher, (ii) instruction for drawing the Voucher, (iii) confirmation of the acceptance of payment and (iv) Agreement with personal and sensitive data processing for Voucher and Health Box. The Agreement with personal and sensitive data processing for Voucher and Health Box will be sent to the email address of the Recipient stated at him/her.

Your order will be saved by the Entrepreneur by means of computer technology and it will be not accessible to the third persons.

You take notice that Entrepreneur acts in relation to Examinations offered within Packages as a mediator/ agent of Cooperating facility for which he/she mediates concluding the Care Agreement with you or the Recipient; in the name of Cooperating facility he/she carries on some other connected activities. The Entrepreneur of the Examinations included in the Package is the Cooperating facility, its testing workplace you or later on the Recipient choose within the Voucher order as a place, where you come for the Collection.

At the moment of the execution of needed biological samples collection or by the start of providing another service connected to selected Examination you or Recipient and concrete Cooperating facility conclude the Care agreement. This Cooperating facility carries on rights and duties of the care provider following from the law § 2636 and subsequently of Civil code and law No. 372/2011 Sb., about health services and conditions of their providing (the law about health services) as amended, among others to you or to the Recipient it

Is responsible for careful execution of all Examinations included in the package, it meets duties from faulty Examination execution etc.; and even then, if the Package includes also the Examination into its execution are involved other Cooperating facilities.

Before the execution of collection or the start of providing another service connected with selected Examination you or the recipient will be asked to (i) show printed Voucher or let know the Voucher number and (ii) verify your identity. You take note that these steps are the condition for concluding the Care agreement and for providing services by Cooperating facility on the base of such an agreement. Detailed procedure for verification identity (including the procedure by Users younger than 18 years) is described in article 14 of these Trade conditions.

Without delay then when it comes to the Examination results processing, the Entrepreneur ensures that to you or the Recipient will be sent the information about Examination results and final evaluating report. According to your selection or the selection of Recipient these result and final evaluating report will be sent to (i) Health Box (if you or the Recipient have it activated), by way of coded email message or (iii) by post in one's own hands.

Together with Examination results and final evaluating report to you as to the person purchased the Voucher and paid its price, the entrepreneur will send the concrete invoice. The invoice will be delivered electronically to email address given at the Voucher order. You won't be charged neither for any costs connected with sending the Voucher nor for sending Examination results and final evaluating report with the exception of the case, when you select delivery of Examination result and the final evaluating report by post. Relevant fee is stated in the Voucher order and increases its price.

You take notice that purchased Voucher is not possible to return or to exchange it for another. Furthermore, you take notice that if in the period of validity, you or the Recipient don't come for execution of collection or from any other reason you don't take services your Voucher allows you to draw, the right for Examination executing for you or the Recipient expires. In this case the Entrepreneur has a claim for fee in the sum of paid Voucher price.

By that it is not prejudiced Your right to withdraw from the agreement about the purchase of Voucher without giving a reason within 14 days from the day of receiving the Voucher under the condition, that at that time You or the Recipient did not approach drawing of the Package – your right to withdraw from the agreement ends to the moment when You or the Recipient come to the testing workplace for collection. The term for drawing is considered observed, if in its course you don't inform the Entrepreneur in writing to his/her address or email address, that you withdraw from the agreement. The relevant form for withdrawal from the agreement you have at your disposal in the bookmark Documents. In consequence of valid withdraw from the agreement the Entrepreneur deactivates Voucher in the way, that on its base it won't be possible to draw the relevant Package.

The costs connected with the order and connected communication between You and the Entrepreneur by communication means with respect of distance You or the Recipient bear each self. The Entrepreneur points out that in the section Packages he/she states and releases information being based on given information by Cooperating facilities. The Entrepreneur does not answer for up-to-dateness, correctness and completeness of this information.

You take notice that the Entrepreneur is not responsible for the quality of executed Examinations drawn on the base of Vouchers and does not take over the responsibility for possible risks for You or the Recipient, that may be connected with the Examination execution at Cooperating facilities.

## **12. NEWS FEED**

In the function News Feed will be at your disposal recommendations, motivating messages, Trade messages and also information with reference to independent articles, which we consider you may be interested in with respect to your data.

## **13. PRIVACY PROTECTION**

Information relevant to the protection of your privacy by using the Application including the methods of obtaining, extent and your personal and sensitive data processing are stated in the document called Principles of the personal and sensitive user data protection being at your disposal in the bookmark *Documents*.



## **14. GIVING THE AGREEMENT, VERIFICATION OF IDENTITY**

If it is not stated otherwise in these Trade conditions or if the Entrepreneur does not inform you at the time of certain operation step in Application otherwise, you can express your approval of your agreement required by the Entrepreneur (for example Basic agreement with personal and sensitive data processing and Agreement with personal and sensitive data processing for Voucher and Health Box) directly in the Application by clicking the relevant button marked I agree or by other similar way.

The agreement with personal and sensitive data processing for Voucher and Health Box filled up by your name will be sent to email address stated in order form.

In case, that under these Trade conditions it is required a verification of your identity, you can do so on the base of showing your identification card or other identity document including your basic identification data and photography (particularly passport). The verification of your identity is carried on by the staff of testing workplaces of concrete Cooperating facilities.

For the user younger than 18 years the approval or another act required by the Entrepreneur (for example Basic agreement with personal and sensitive data processing and Agreement with personal and sensitive data processing for Voucher and Health Box) have to be given or perform by his/her legal representative (anybody of parents, guardian, childminder)

In this case, the Entrepreneur will ask you for providing email address of your legal representative before he/she starts to collect and process any of your data. By way of email address, the Entrepreneur will subsequently contact your legal representative and will require his/her approval with personal and sensitive data processing. Then the Entrepreneur will delete email address of your legal representative and furthermore he/she will process your personal and sensitive data only. If the entrepreneur does not obtain approval of your legal representative by 30 days from the day of sending the email message at the latest, he/she will delete email address of your legal representative and other personal data obtained from you and your personal and sensitive data will be not processed.

For verification of user identity younger than 18 years and relation of the legal representative to him/her for purposes of approval of written agreement it is required, that the legal representative presents or (i) identity document of the legal representative, if it follows from it, that he/she is the legal representative of the User younger than 18 years (for example identification card of parent with stated name and surname of a child) or other document proving legal representation of the User younger than 18 years (for example legal representation by a guardian) or (ii) identity document of the legal representative and at the same time birth certificate of the User younger than 18 years.

## **15. RIGHTS, DUTIES AND USER STATEMENT**

You are aware of the fact, that by clicking on some links in the Application it can occur leaving the web pages [www.nextlifeapp.cz](http://www.nextlifeapp.cz) and/or mobile version of the Application and to the redirection to web pages or mobile application of other subject than the Entrepreneur.

You take notice that you are obligated to state only full, precise and true data including your personal and sensitive data. It applies even in cases of data given to the Entrepreneur through the connection of your User account with account of other social net or other mobile or web application. At any time of their changes you are obligated to update these data without any delay.

You are obligated to maintain confidentiality in reference to information necessary for access into your User account in the Application and you take notice that the Entrepreneur is not responsible for braking of this duty from your side.

You take notice and you agree with the fact that each functions of the Application (or their parts) don't have to be accessible ceaselessly.

## **16. SENDING OF TRADE MESSAGES**

One of the additional functions of the Application is the sending and accessing of Trade messages directly in the Application itself and/or their sending to email address entered at the registration by you.

Under the terms of Registration, you can give the approval to the Entrepreneur with the fact, that to your given email address would be sent messages by the character of Trade messages offering products and services of the Entrepreneur or other subjects cooperating with Entrepreneur within the Application (particularly Cooperating facilities).

By the Registration you give your approval with displaying Trade messages directly in the Application by so called "Push" method, it means by delivery of the message or notice by way of centralized server into your mobile device or personal computer.

The approval with sending of Trade messages or the character and extent of Trade messages you can modify in setting or your User account.

## **17. COPYRIGHT**

Software is the authorial work by course of law No. 121/2000Sb., Copyright Act, as amended. All rights for software carries on exclusively Entrepreneur.

The Entrepreneur gives approval to you as a User of nonexclusive [www.nextlifeapp.cz](http://www.nextlifeapp.cz) and non-transferable licence to the content of the Application, however not for look, idea or know how for common purposes. This licence is not limited by time or place. You are entitled to use Software by making augmentation (by installing the Application) in your mobile device or personal computer. You have the right to make augmentation, which is necessary for Software implementation and saving into the memory of your device.

Giving the license is free of charge for you.

You are entitled to use Software for your own use only.

All rights to Software are reserved to the Entrepreneur. Without previous explicit agreement of the Entrepreneur you are not entitled to particularly:

- (i) give to other person sublicense or assign rights for Software, or to make Software available by other way than it follows from its common usage within the bounds stated in this article,
- (ii) reproduce the Software for the purpose of its further widening, to wide it or by any way inform the third persons, to hire it or to lend it.
- (iii) carry on the de-compilation, modification, processing, translating or other changes of Software, possibly/or by particular computer programs or databases included or used in Software and not even for the purpose of removal of faults.

- (iv) connect Software with other work or introduce it into collected works,
- (v) demount, decompose or by other way change the source code or parts of Software
- (vi) use Software for development of derived applications or works for usage or distribution to any third party, as a whole or partially, as stand-alone products or components,
- (vii) present Software at public under your name and your trade mark.

You put under a contract to refrain of any activity carried on manually or automatically directly by you or by the other person on your impulse leading to profit or use information or any databases being part of Software or to allow usage of Application content for other than private purpose.

## **18. WARRANTY, LIABILITY AND TAX DECLARATION**

With regard to character of services offered by Cooperating facilities in the function Packages you explicitly confirm, that health service corresponding to the Package, purchased in your favour or in favour of recipient, you accept in the position of the person optional to tax by course of law no. 235/2004 Sb., about the tax added value, as amended, i.e. you accept service exclusively for private usage not for economic activity (for example enterprise/business)

The entrepreneur gives notice, that Application is determined for fitness and wellness purposes only and information stated in it have entirely informative character. The Application is nor determined to be used in diagnostics of illnesses, for treatment, for reducing or prevention of illness or injuries etc. By this you expressly confirm, that the health service in the way of executed Examinations is not indicated by your doctor and that you don't take it for the purpose of prevention, diagnostics, treatment of illness or diseases.

With respect to the technical intensity of the Application operation and in some degree dependence of services of the third parties, particularly Cooperating facilities or providers of partners mobile and web applications, the Entrepreneur is not responsible for impaired access or unfunctionality of the application.

The Entrepreneur is not responsible for any rightness of data obtained from the third parties, particularly Cooperating facilities or partnership mobile and web applications and is not responsible for any warranty or liability for damages or harms incurred on the base of these data in Application.

The Entrepreneur reserves the right temporarily to limit the Application accessibility, particularly because of in advance planned lay-off, maintenance or because of technical changes of the Application. With the exceptions stated in these Trade conditions is the Application operated without any other warranties.

You take notice and you agree with the fact, that with respect to the Application character you are not entitled to claim property or unproperty damages (including lost profit) caused in connection with usage of the Application, particularly for reasons of impaired accessibility, unfunctionality and cancellation of the Application or error presence in Application operation, loss of saved data (with the exception of your personal and sensitive data) or other facts connected with your Application usage.

The Entrepreneur is not responsible for any harm caused as a result of intervention of the third persons into the web pages [www.nextlifeapp.cz](http://www.nextlifeapp.cz) and/or mobile Application or as a result of usage contrary to its intention.

You notice that the Entrepreneur is not responsible for functionality of your data network, for functionality of the public data network, for functionality of your hardware equipment, for back up of your data, for conditions of your other software equipment and for possible interventions of the third persons into your other software.

The relevant trader stated at the concrete offer is exclusively responsible for the accessibility, quality and harmonization of goods and services with promoted offers within Trade messages of the Application.

## **19. COMPLAINT PROCESSING, DISPUTES SOLVING**

In case of claims for the quality of Examination executed on the base of Voucher the Entrepreneur ensures the communication between you or the Recipient and the relevant Cooperating facility, that you or the Recipient concluded the Care agreement with. For the purpose of that the Entrepreneur operates the call centre which you or the Recipient can contact regarding your claims.

These Trade conditions and contractual relation between you and the Entrepreneur is led by the rule of law of the Czech Republic. The Entrepreneur and User negotiate the authority of the courts of the Czech Republic, which will be relevant to solve disputes and disagreements following from the Agreement or facts connected with it.

Disputes between you (as a consumer) and the Entrepreneur following from the Agreement or the purchase contract at the purchase of Voucher by Application is possible to solve also by out-of-court way at the Czech Trade Inspection ([www.coi.cz](http://www.coi.cz)). Out-of-court solution of such a dispute is led by the law No. č. 634/1992 Sb., about the consumer protection.

## **20. CONCLUDING PROVISIONS**

The application and its content must not be use by you in the way of contrary to these Trade conditions, rule of law of the Czech Republic and the rule of law you have your permanent address.

The Application is operated with respect to the development and common technical standards of information technology. The Entrepreneur is entitled but not obligated to update and expand the Application by new and features.

At any time and because of any reason the Entrepreneur is entitled suspend or close the Application operation or to modify/change the extent of provided services, and all of that without any compensation claim and without notice in advance.

With respect to the constant development of the Application and widening its functionalities, for the purpose of compliancy with new legal and regulating requirements or for the other purpose the Entrepreneur reserves the right to change/modify these Trade conditions one-sidedly at any time. The Entrepreneur will inform about the planned change/modification in advance, at least 14 days ahead and in this term the Entrepreneur access you a new text of these Trade conditions with the date of coming into operation amended text. If you will not agree with this new text of Trade conditions you are entitled to terminate the Agreement in the way of cancelling of your User account, you uninstall the mobile Application or you inform the Entrepreneur in other way about your intention not to use the Application any more. If you decide to use the Application even after the date of coming into operation of the new text of Trade conditions, your first log in into the Application after the date of coming into operation of a new text of Trade conditions is considered as your approval with this modification and acceptance of your obligation to be led by this text of Trade conditions.

The Entrepreneur is entitled to transfer rights and duties of the Agreement to the third person and you agree with this.

Trade conditions of Application NEXTLIFE, version 2.0.

Date of coming into operation 1.8.2017