

**General Terms and Conditions**  
**of Swiss Medical Hungary Zrt. for the provision of outpatient specialist care**

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These General Terms and Conditions (hereinafter: GTC) contain the provisions that apply to the individual contracts for the provision of healthcare services concluded between the Service Provider and the Customers for **Swiss Medical Hungary Zrt.** outpatient specialist care.

## 1. DEFINITIONS

For the purposes of these Terms and Conditions:

- a) **Service Provider:** a Company providing medical, healthcare and other related services to Customers; the **Swiss Medical Hungary Zrt.** (registered office: 1123 Budapest, Táltos utca 15/B.; company registration number: 01-10-046809; tax number: 22989143-2-43; bank account number: Raiffeisen Bank Zrt.; 12020407-01579618-00200001; web: www.swissclinic.hu).
- b) **Customer:** an individual who, based on the Service contract concluded with the Service Provider, uses the outpatient specialist care health care service himself/herself and is obliged to pay a Service Fee to the Service Provider.
- c) **Outpatient specialist care:** one-time or occasional health care performed by a specialist on the basis of the recommendation of the doctor performing the continuous care of the Customer or the Customer's application, and continuous specialist care for chronic illness that does not require inpatient care.
- d) **Fee Payer:** by default, the Customer; or a third party who qualifies as a Customer for the purposes of these GTC, is indicated in the Service contract and undertakes to pay the fee, who, based on his legal relationship with the Customer, is obliged to pay the Service Fee on behalf of the Customer.
- e) **Parties:** for the purposes of these Terms and Conditions, the Service Provider and the Customer.
- f) **Service contract:** an individual contract concluded between the Service Provider and the Customer under the conditions included in these GTC.
- g) **Service Fee:** the fee to be paid by the Customer to the Service Provider as consideration for the medical health and other related services provided to him/her. The current Service Fee, the Service Fee advance to be paid at the time of booking, is published on the Service Provider's website; the detailed rules related to the fulfilment and due date of the Service Fee and the non-payment of the fee are contained in these GTC.

## 2. THE SCOPE AND MODIFICATION OF THE GENERAL TERMS AND CONDITIONS, AND THE RELEVANT LEGISLATION

- (1) The scope of these GTC extends to the legal relationship between the Service Provider and the Customer and determines the conditions for the provision of outpatient specialist care.
- (2) Pursuant to these GTC, the Service contract enters into force on the date when the Customer makes an appointment with the Service Provider with the intention of using outpatient specialist care.
- (3) The Service Provider informs the Customer, the Customer acknowledges that the Service Provider is entitled to unilaterally amend these GTC. In case of amendment of the GTC, the Service Provider is obliged to publish the changes on its website with the textual version 30 (thirty) days before the amendment enters into force, together with the invitation to that effect.
- (4) The Service Provider makes the GTC in force at any time available to the Customer on its website in a way that allows the Customer to store the GTC and retrieve it with unchanged content at any time.
- (5) In matters not regulated in these GTC, Hungarian law and Act V of 2013 on the Civil Code, Act CLIV of 1997 on Health, Act XLVII of 1997 on the Processing and Protection of Health and Related Personal Data, Ministry of Welfare Decree 33/1998 (24 June) on occupational health, Ministry of Health Decree 4/2000 (25 February) on the activities of general practitioners, paediatricians and dentists, and the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as

well as the professional guidelines, the rules published in the methodological guide, or in their absence the professional requirements also published in the literature shall be applied accordingly.

### *3. THE CONCLUSION OF THE SERVICE CONTRACT*

- (1) The legal relationship of the outpatient specialist care, which is the subject of these GTC, is established in writing or by implied conduct aimed at concluding the Service contract. For the purposes of these GTC, the payment of the Service Fee is considered to be an implied conduct by the fact that the individual contract enters into force at the moment of the payment of the Service Fee.
- (2) The condition for the use of the outpatient specialist care provided by the Service Provider to the Customer is that the Customer fulfils the Service fee advance specified in the Annex to the GTC when booking the outpatient specialist care. If the Customer fails to pay the Service fee advance when due, the legal relationship will not be established and the Service Provider is not obliged to provide outpatient specialist care.
- (3) The Customer enters into the Service contract in the knowledge of these GTC, with an implication to do that, in view of this, the Parties expressly agree that these GTC form an inseparable part of the Service contract concluded between them, and the legal declarations of the Parties included in a separate document together contain the mutual and unanimous declaration of intent of the Parties. If the individual contract is concluded with implied behaviour, the Service Provider informs the Customer about the existence of the GTC and where its text is available. By ordering the service, the Customer acknowledges that the provisions of the GTC are binding on him/her and acknowledges that the Service Provider provides the service on this basis.

### *4. THE RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER*

- (1) The Service Provider undertakes to create the personal and material conditions necessary for the provision of outpatient specialist care, specified in the relevant health-related legislation, within the scope of this legal relationship, and to provide them continuously and to the best of its knowledge and expertise; to take all necessary measures for its proper functioning.
- (2) The Service Provider undertakes to provide outpatient specialist care with the help of its own medical staff and Contracted Partners in the offices indicated under the menu item Introduction / Our Clinics / Priority Care Locations on the Service Provider's website. The Service Provider also publishes the opening hours of the offices on its website, and at the same time undertakes to receive the Customer in the above offices on the basis of prior registration and to provide him/her with outpatient specialist care for a Service fee.
- (3) The Customer acknowledges and expressly consents to the Service Provider using Contracted Partners for the performance of the services provided by it, for whose services the Service Provider is responsible to the Customer as if it had performed it itself. Otherwise, taking into account the use of the Contracted Partners, the Service Provider declares that its services also include mediated health care services, in which case the Service Provider undertakes to organize the provision of health care services within the framework of its own organizational unit.
- (4) The Service Provider undertakes to have a valid license and liability insurance to perform the outpatient specialist care, the procedure, technology, equipment used by it during its performance comply in all respects with the applicable legislation, in addition, the Contracted Partners have all the official licenses and all the professional knowledge required to carry out the activity covered by this legal relationship in accordance with professional rules.
- (5) The Service Provider provides the personal and material conditions necessary for the performance of outpatient specialist care; it also ensures that the personal and material conditions necessary for the performance are in a continuous state of condition throughout the entire period of the legal relationship, and, if necessary, ensures the replacement of the devices.
- (6) The Service Provider is obliged to perform its activities in accordance with the relevant professional and ethical rules, guidelines, protocols and regulations, with the care expected of the participants in healthcare.

- (7) The Service Provider is entitled to refuse to provide outpatient specialist care
  - a) if the care requested by the Customer is contrary to his/her moral perception, conscience or religious beliefs;
  - b) if the Customer seriously violates his / her obligation to cooperate [Section 26 of the Health Act], in particular including compliance with the provisions related to medical treatment and the payment of the service fee,
  - c) if the Customer behaves insulting or threatening to the Service Provider or its Contracted Partner;
  - d) if the Customer's behaviour endangers the life or physical integrity of the Service Provider, its Contracted Partner.
  
- (8) Within the scope of outpatient specialist care, the Service Provider limits the amount of compensation related to the breach of contract due to negligence to the amount paid by the Customer (Fee Payer) to the Service Provider during the term of the Service in accordance with Section 6:152 of the Civil Code, which limitation is acknowledged by the Customer.

#### *5. THE RIGHTS AND OBLIGATIONS OF THE CUSTOMER*

- (1) The Customer is entitled to use outpatient specialist care from the Service Provider in the offices indicated in the menu item Priority Care Locations on the Service Provider's website. The Service Provider publishes its current Service Fee List on its website.
  
- (2) During the use of outpatient specialist care, the Customer has the right to information and self-determination, in the framework of which he/she has the right to participate in decisions concerning his/her examination and treatment and to consent to health intervention without deception, threat or coercion. Taking into account that the reservation of the service presupposes the consent of the Customer, if the Customer refuses to consent to the examination during the care, the Service Provider becomes entitled to the service fee. The Customer is entitled to the information provided to him/her in an individualized form in accordance with the provisions of the Health Act. The Service Provider states that it may provide the information to the Customer, either orally or in writing, at its own discretion. The Service Provider provides the information in Hungarian or, in justified cases, in English. If, on the basis of the Customer's request, an interpreter or sign language interpreter is used for the information, the selection and assignment of this person is the Customer's responsibility, and the Customer is obliged to bear the fee and costs. The Service Provider does not take any responsibility for the conduct and activities of the interpreter. By signing the medical documentation prepared for each performed examination and handed over to him/her, or by signing the receipt of the invoice, the Customer acknowledges that he/she has received the required and appropriate, satisfactory information from the Service Provider or the person acting on its behalf.
  
- (3) The Customer with legal capacity may waive the information, unless the nature of his/her disease needs to be known so as not to endanger the health of others. If the intervention is initiated by the Customer and not for therapeutic purposes, the waiver of information is only valid in writing.
  
- (4) The Parties agree, and the Customer expressly acknowledges that during outpatient specialist care provided by the Service Provider, the Customer gives his or her consent orally or by implied conduct to the given examination and treatment, excluding invasive interventions; it constitutes an implied conduct if the Customer submits to the given examination and treatment. In the case of invasive intervention, a written statement of the Customer or, if he is unable to do so, in the joint presence of two witnesses, orally or otherwise, is required. If the Customer refuses to perform the examination or treatment, he/she is obliged to inform the Service Provider in writing with a handwritten and signed note on the outpatient medical record recording the patient examination. The Customer may refuse any care in the absence of which serious or permanent damage to his/her state of health is expected to occur only in an authentic instrument or in a private document of full probative value, or in the presence of two witnesses in the event of his/her incapacity. In the latter case, the refusal must be recorded in the medical documentation, which must be authenticated by the signature of the witnesses. For the purposes of these GTC, invasive procedures do not include muscular injection, intravenous infusion, dental procedures without tooth extraction, or non-needle sampling from the body cavity.
  
- (5) The Customer is entitled to get acquainted with the data included in the medical documentation prepared for him/her, and has the right to request information about his/her medical data by the fact that the Service

Provider has the medical documentation and the Customer has the data contained therein. The Customer acknowledges that in accordance with the rules of the medical profession, the evaluation of the laboratory results indicated during the care may take place on a separate occasion together with the discussion of further tasks, examinations and treatment, the results can be evaluated both by e-mail and telephone, but these evaluations are also of limited value in the absence of paid services and personal appearance. The evaluation fee is not included in the service fee. If the Customer does not require an evaluation, he/she acknowledges that the Service Provider does not check or evaluate the results, therefore it is not obliged to notice the serious, health-threatening discrepancy, the Service Provider shall not be held liable for the damage to the health of the Customer suffered in such a case. The Customer may request a written copy of the results in accordance with the applicable data protection legislation, in particular the Health Data Management Rules, with the costs of making and sending the copy being borne by the Customer in advance. The Service Provider excludes all liability in connection with the failure to send the finding again.

- (6) The Customer is obliged to pay the Service Fee in full to the Service Provider when it is due, and in this connection it acknowledges that in case of non-fulfilment or delay of the Service Fee, the Service Provider is entitled to refuse to provide the outpatient specialist care. The Customer further acknowledges that if the fee for the laboratory test or imaging test ordered by him/her is not met when it is due, the Service Provider is entitled to destroy the sample or result no earlier than on the 3rd (third) working day after the due date of the invoice. The Service Provider excludes all liability in connection with the destruction of the sample or result in accordance with this section.
- (7) When using outpatient specialist care, the Customer is obliged to respect the relevant legal regulations and the Service Provider's operating rules, as well as to respect the rights of other patients and the rights of the Service Provider and Contracted Partners and other healthcare professionals acting on behalf of the Service Provider. The Customer acknowledges that he/she is obliged to contact the Service Provider's Customer Service with any patient complaints related to healthcare in accordance with the Service Provider's complaint handling policy. If the Customer, on any communication interface, prior to or in parallel with the submission of his/her patient complaint, establishes or reports a false fact that damages the reputation of the Service Provider, or misrepresents the fact, the Service Provider is entitled to refuse the Customer further care.
- (8) In order to use outpatient specialist care, a valid identity card (e.g. identity card, passport, driving license) necessary for the identification of the Customer must be presented to the person authorized by the Service Provider during the patient admission. The Customer acknowledges that in case of refusing to prove his/her identity, the Service Provider refuses to provide the outpatient specialist care.
- (9) The Customer acknowledges that the Service Provider is not liable for the theft or damage of valuables left unattended by the Customer in the Service Provider's offices as an institution open to the public.
- (10) The Customer has the right to have only those persons whose participation in the care is necessary present during his/her examination and medical treatment, and to have his/her examination and treatment carried out in such a way that it cannot be seen or heard by others without his/her consent. The Customer acknowledges that no more than one accompanying person may be present during the examination and treatment. The Customer acknowledges that the current medical director of the Service Provider (a person with a specialist qualification, subject to confidentiality) may inspect any of his/her findings without prior permission, for professional quality assurance reasons, consult with the attending specialist and, in agreement with him/her, order a change in the direction of his/her examinations and treatment in order for the Customer to recover.
- (11) The Customer uses the services of the Service Provider based on his/her individual decision and at his/her own discretion, and by concluding the contract, the Customer acknowledges that there is a risk of all medical interventions and treatments, and that all risks for which the doctor cannot be held responsible must be borne by the patient. The Customer is also aware that the course and duration of recovery may be different for each patient or may differ from the average. The Service Provider shall not be liable for the consequences arising from the Customer's breach of his/her obligations arising from the Service contract or the failure to comply with other instructions of doctors and those involved in the care related to recovery or medical treatment, or from not taking the prescribed medicine or not taking it in accordance with the medical prescription, or not using the prescribed therapy as prescribed by a doctor; and for the fact that the Customer receives additional therapy from another service provider in addition to the prescribed therapy and did not inform the Service Provider's doctor in detail, who was therefore unable to consider

the prevention of possible interactions and side effects. The Customer also acknowledges that interrupting or delaying the prescribed series of treatment endangers the effectiveness of the treatment. The Service Provider may indicate the fact of violation of the obligation to cooperate in connection with series of treatment in the Customer's medical documentation. The Service Provider completely excludes its own liability for damages attributable to the Customer arising from the failure or late performing of series of treatment. The Customer further acknowledges that if sampling has been performed for the purpose of testing, but does not come for the results in the period after sampling until the expected completion of the results, the Service Provider shall not be liable for any damage to health due to missed therapy. In other respects, the Service Provider will do everything possible to ensure that the statutory or other professional rules apply during the provision, in particular, professional guidelines that reflect the current state of science and are based on evidence, in their absence, professional recommendations based on well-founded, widely accepted literature publications or professional consensus, and to ensure that its service can be provided in a professionally efficient manner using the optimal use of available resources.

- (12) The Customer is obliged to cooperate with the Service Provider according to his/her abilities and knowledge, if his/her health condition allows it, as follows:
- provide the information necessary to establish the diagnosis, prepare an appropriate treatment plan and carry out the interventions;
  - provide detailed information on his/her status, complaints and past, present and planned future treatment elsewhere, including all data on medications taken and allergy known to the patient without any specific questions;
  - provide the information in connection with his/her illness of anything that may endanger the life or physical integrity of others, in particular on communicable diseases and work-related illnesses and conditions, in particular, he/she is obliged to provide information on its communicable diseases - including, but not limited to, HIV, HBV, HCV, coronavirus, etc.;
  - provide information of any previous legal statements concerning healthcare;
  - comply with the provisions received in connection with his/her medical treatment;
  - prove his/her personal data required by law in a credible manner.
- (13) The Customer acknowledges that it is forbidden to bring firearms, explosives, flammable substances or stabbing weapons into the Service Provider's offices. The Customer further acknowledges that if this provision is violated, he/she may be removed from the office, even with the help of the police, in connection with which the Service Provider shall not be liable for any damages, including full or partial refund of the service fee. Littering and smoking are also prohibited in the offices, and the Customer may not act threateningly or insultingly towards the Service Provider's employees, in case of violation of which the Service Provider is entitled to exclude the Customer from the use of the service, in addition to excluding its liability for damages.

## 6. SERVICE FEE

- (1) The Parties agree that the Customer shall pay a Service Fee to the Service Provider in return for the outpatient specialist care provided by the Service Provider. The Service Fee includes all costs incurred by the Service Provider in connection with the medical-health and other related services. The Customer (or the Fee Payer) is obliged to pay the Service Fee in cash, by bank card or health fund card against an invoice issued by the Service Provider in accordance with the accounting legislation. The Service fee advance can only be paid by credit card. In case of late payment, the Service Provider is entitled to charge default interest from the date of the delay, which in the case of an individual Fee Payer is the central bank base rate valid on the first day of the calendar half-year affected by the delay increased by 6 percentage points, while in the case of an enterprise Fee Payer, the interest at the rate specified in Section 6:155 of the Civil Code, provided that, if the conditions are met, the Service Provider is also entitled to enforce the collection cost flat rate.
- (2) The Service Provider publishes the valid fees and the Service Fee List of the Service on its website at all times. The Service Provider is entitled to unilaterally change the Service Fee at any time by informing the Customers about it by means of a notice published on its website or in an electronic newsletter. The Service Provider may provide a discount to the Customers from the fees, however, the discounts provided to the Customers may not be combined, i.e. the Customer is entitled to use one discount during the use of the service.

- (3) The Service Fee advance is always due before the provision of the service, the payment of which is a condition for the entry into force of the Service contract and the condition for the commencement of outpatient specialist care provided by the Service Provider. The remaining part of the Service Fee is due against the invoice issued by the Service Provider, in cash, by payment with a bank card or health fund card, at the same time as the provision of the service. If the Customer (or the Fee Payer) fails to pay the treatment fee by the due date included in the invoice, the Service Provider is entitled to refuse to provide outpatient specialist care to the Customer, in addition to validating the arrears at the same time. The Service Provider may also decide not to provide outpatient care to the previously delayed Customer in the event of later payment of the Service Fee, or to provide it only in advance of the full Service Fee.
- (4) The Parties agree that the schedule for the performance of the Service Fee may be determined differently from the provisions of this Section. In this case, the special rules of performance are contained in the Service contract or in a separate written agreement of the Parties, provided that if there is a discrepancy between the provisions of these GTC and the Service contract or the written agreement of the Parties, the Parties, taking into account its special nature, shall apply the rules contained in the Service contract or in the written agreement of the Parties.
- (5) The Customer acknowledges and expressly and irrevocably agrees that he/she may not modify or cancel his/her appointment, subject to the associated discounts. The Customer expressly acknowledges that if he/she does not appear at the examination, even for reasons not attributable to him/her, the Service Provider becomes entitled to the Service fee advance and/or fee instalment the outpatient specialist care not used by the Customer without any further declaration, and the Customer or the Fee Payer is not entitled to recover it.
- (6) If the Service Provider cancels the pre-agreed appointment, it is obliged to offer the Customer another suitable date by the fact that the Service Provider fulfils this obligation by appointing a specialist corresponding to the field of the original appointment. If the Service Provider is unable to offer a new appointment within 30 days of the cancelled appointment, the Customer may withdraw from the Contract, in which case the Service Fee paid in advance will be refunded, but in addition the Service Provider shall not be subject to any further obligations. In the event of a health or other emergency, the Service Provider is not obliged to provide the booked service provided that it is obliged to inform the Customer about the cancellation of the service in due time and at the same time to offer him/her a new appointment. If the Customer accepts the offered appointment, the Service Provider is not obliged to refund the prepaid Service fee advance. If the Customer does not accept the new appointment offered on the basis of the cancellation due to the emergency, he/she may withdraw from the contract, in which case the prepaid Service fee will be refunded, but in addition the Service Provider shall not be obliged.
- (7) In case of using the scheduled examination, treatment, the Service Provider is not obliged to start the given treatment, examination, if the Customer arrives with a delay of more than 5 (five) minutes, and his care endangers the care of subsequent patients in accordance with their appointments. If the Customer insists on using the service even in case of delay, he/she is obliged to pay the full Service fee even if he/she was able to use the service only in part.
- (8) The Service Provider is entitled, in case of requesting subsequent documents issued at the request of the Customer (e.g. subsequent issuance of findings, so-called "clear forms" by insurers), to transfer the costs related to the issue to the Customer (for example, but not limited to: translation costs), which cost must be paid by the Customer at the latest upon receipt of the documents.

#### *7. DATA MANAGEMENT, CONFIDENTIALITY*

- (1) The detailed data management information of the Service Provider on the provision of the service is available at <https://www.swissclinic.hu/adatkezelesi-tajekoztatok-hatalyos-2018-tol/>.

#### *8. MISCELLANEOUS PROVISIONS*

- (1) The Service Provider's customer service representative acts in the case of patient complaints related to the healthcare service. In connection with the healthcare service, the Service Provider's Customer Service accepts complaints only from the Customer or his/her written proxy, upon presentation of the invoice received when using the healthcare service, within one year after the date of the service on which the complaint is based. The Customer is obliged to submit his/her complaint primarily in writing, by e-mail sent to [panaszkezeles@swissclinic.hu](mailto:panaszkezeles@swissclinic.hu). If the Customer still wishes to make an oral complaint, the employee of the Service Provider who listened to the oral complaint by telephone or in person must arrange for the complaint to be recorded in writing. A written summary of the complaint recorded in this way should be sent to [panaszkezeles@swissclinic.hu](mailto:panaszkezeles@swissclinic.hu). The Service Provider will resolve the complaint within 30 days in accordance with its own complaint handling policy and notify the Customer in writing of the result. If the Customer does not accept the first response to the complaint, the Service Provider will send a second response to the Customer within another 30 days. After the second answer, the Service Provider shall not be obliged to further handle the Customer's complaint, but may, at its own discretion, continue the complaint handling procedure, offer compensation for an amicable settlement, but is not obliged to do so. If the Customer is dissatisfied with the outcome of the complaint handling, he/she may initiate further proceedings on the basis of his/her rights provided by law.
- (2) In their cooperation, the Parties shall act in accordance with the requirements of good faith and fairness and shall inform each other. Any dispute arising out of or in connection with the Service contract (breach, termination, validity or interpretation) shall be settled by the Parties primarily in an amicable manner, in a spirit of good faith and fair cooperation, through direct negotiations with each other. In doing so, the Parties shall give priority to the amicable settlement of infringements, and agree to conduct a conciliation-mediation procedure within 15 (fifteen) days from the receipt of the invitation, following a written request from either Party to the other Party, if the Service Provider's complaint handling procedure did not lead to a result.
- (3) If the conciliation negotiations do not lead to a result within 60 (sixty) days after the dispute arises, the Parties stipulate the jurisdiction of the Buda Central District Court to adjudicate their legal disputes.