

**General Terms and Conditions
of Swiss Medical Hungary Zrt. for the provision of one-day surgical 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.** one-day surgical care.

1. DEFINITIONS

For the purposes of these Terms and Conditions:

- a) **Service Provider:** a Company providing one-day surgery 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), which provides one-day surgical services to the Customers with a medical operating license.
- 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) **One-day surgery or one-day surgery service:** the interventions listed in Annex 9 to Ministry of Health Decree No. 9/1993 (2 April) on certain issues of social security financing of health care, with or without the use of anesthetic procedures, in or outside an inpatient care unit, during which the patient stays in the healthcare institution where the intervention takes place for less than 24 hours.
- d) **Surgical analgesia:** a set of analgesic drugs and techniques used before, during and after a one-day surgical procedure to reduce tissue trauma or pain as a result of the procedure, as well as other side effects and complications, enhancing the safety and efficacy of acute analgesia in the perioperative period, ensuring the physical and psychological well-being of the Customer who has undergone surgery and improving their quality of life.
- e) **Healthcare institution:** For the purposes of these GTC, based on the agreement concluded with the Service Provider, the Szent Margit Rendelőintézet Nonprofit Korlátolt Felelősségű Társaság (registered office: 1032 Budapest, Vörösvári út 88-96; company registration number: 01-09-917657; tax number: 21813278-2-41), which serves as the location for one-day surgical procedures, at 1032 Budapest, Vörösvári út 88-96., pursuant to Annex 12 to Government Office of Budapest Capital, Institute of Public Health of Budapest District 03 Resolution No. 6176-3 / 2011 (6176/2011-December), which is a medical institution licensed to perform one-day surgery
- f) **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.
- g) **Price offer:** an offer from the Service Provider communicated to the Customer in writing, including all fees and costs incurred in connection with the given one-day surgical service, the acceptance of which by the Customer creates the Service Agreement between the Parties.
- h) **Parties:** for the purposes of these Terms and Conditions, the Service Provider and the Customer.
- i) **Service Contract:** an individual contract concluded between the Service Provider and the Customer under the conditions included in these GTC, by accepting the Price Offer.
- j) **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.
- k) **Information:** the detailed, general information prepared by the Service Provider for the Customers in a verifiable manner, in accordance with Section 13 (2) of Act CLIV of 1997 on Healthcare, and made available to the Customers in writing by the Service Provider, on each one-day surgical procedure, the recommended and mandatory examinations prior to it; the potential benefits and risks of performing or not performing

each of the proposed examinations and interventions; possible alternative procedures and methods; on the process and expected outcome of the care and the recommended actions and lifestyle after the intervention, supplemented by personalized information provided to the Customer

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 one-day surgical care.
- (2) Pursuant to these GTC, the Service contract enters into force on the date when the Customer accepts the Price Offer and pays the Service Fee in favour of the Service Provider.
- (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 Health, Social Affairs and Family Decree 16/2002 (12 December) on the professional conditions of one-day surgical and curative services, 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 one-day surgical care, which is the subject of these GTC, is established between the Customer and the Service Provider by accepting the Price Offer. For the purposes of these GTC, making an appointment for a one-day surgical procedure is considered to be an implied behaviour, with the individual contract taking effect at the moment of payment of the Service Fee.
- (2) 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 (especially the Information) included in a separate document together contain the mutual and unanimous declaration of intent of the Parties. 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 one-day surgical care, specified in the relevant health-related legislation, in particular in Ministry of Health, Social Affairs and Family Decree 16/2002 (12 December) on the professional conditions of one-day surgical and curative services, 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 one-day surgical care with the help of its own medical staff and Contracted Partners in a Healthcare Institution with the material conditions prescribed for the provision of one-day surgical service. The Service Provider receives the Customer at the Healthcare Institution only on the basis of prior registration, after examination for the purpose of performing a one-day surgical procedure, and provides him/her with a one-day surgical service 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 one-day surgical 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, and the Health Institution has all the material conditions 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 one-day surgical care with the involvement of the Contracted Partners it uses and the Healthcare Institution; 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 one-day surgical care
 - a) if the care requested by the Customer is contrary to its 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 refuses to participate in preliminary examinations;
 - d) if the Customer behaves insulting or threatening to the Service Provider or its Contracted Partner;
 - e) if the Customer's behaviour endangers the life or physical integrity of the Service Provider, its Contracted Partner.
- (8) Within the scope of one-day surgical 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 the one-day surgical service at the Healthcare Institution after prior consultation with the Service Provider and the necessary examinations. The Service Provider publishes its current Service Fee List on its website for one-day surgical services and the examinations required for them.
- (2) The Customer acknowledges that the Service Provider may perform surgery within the framework of one-day surgical care if:
 - a. the Customer's general condition is good, he/she has at most a mild systemic disease without functional loss that does not require close monitoring after surgery; and
 - b. the Customer is not expected to require a blood transfusion due to blood loss during surgery and post-operative pain is expected to be minimal;
 - c. the Customer is self-sufficient in the case of an adult, home care is provided in the case of a child; and if the customer declares, taking into account the legal provisions on his right to self-determination, that
 - i. his/her housing and hygiene conditions are adequate,
 - ii. telephone is provided at his/her location,
 - iii. during transport to home and at the place of residence the night after the operation, he/she is provided with the possibility of supervision and, if necessary, access to appropriate health care,

- iv. he/she agrees to perform the surgery in the form of one-day surgical care
- (3) The Customer has the right to information and self-determination during the use of the one-day surgical service, in the framework of which he/she has the right to participate in the decisions concerning his/her examination and treatment, and gives his/her consent to the health intervention without deception, threat or coercion, based on appropriate information.
 - (4) Taking into account that the reservation of the service presupposes the consent of the Customer and the knowledge of the Information on the intervention to be used and the performance of preliminary examinations, if the Customer refuses the consent after booking the date of the one-day surgical procedure, the Service Provider becomes entitled to the full Service Fee.
 - (5) 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 informed consent for the one-day surgical service, 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.
 - (6) 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.
 - (7) The Parties agree and the Customer expressly acknowledges that the one-day surgical service provided by the Service Provider requires the written or, if unable to do so, oral or otherwise made consent of the Customer, in the joint presence of two witnesses.
 - (8) 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 may request a copy of the medical documentation in writing in accordance with the applicable data protection legislation, in particular the Rules of Medical Data Management, with the costs of preparing and sending the copy being borne by the Customer in advance.
 - (9) The Customer acknowledges that in accordance with the rules of the medical profession, he/she is obliged to participate in the preliminary examinations prescribed by the Service Provider before using the one-day surgical service. The fee for the preliminary examinations is not included in the Service Fee of the one-day surgical service, the Customer is obliged to reimburse it separately. The Service Provider is entitled to refuse to provide the one-day surgical service in accordance with Section 4 (7) c), if the Customer refuses to participate in the preliminary examinations, and does not have medical documentation not older than three months (or, in the case of PCR tests for new coronavirus, not older than 48 hours in accordance with current legislation), prepared by another healthcare provider, equivalent to or capable of replacing the required tests. The Service Provider informs the Customer that if the result of the PCR test performed 48 hours before the use of the one-day surgical service or the on-site antigen rapid test is positive, the Service Provider offers the Customer a new date after the expiry of the quarantine obligation, but does not refund the Service Fee.
 - (10) 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.

- (11) When using one-day surgical 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.
- (12) In order to use the one-day surgical 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.
- (13) The Customer acknowledges that no more than one accompanying person may be present during examination and treatment, and acknowledges that his or her accompanying person may come with him/her to the operating room entrance, but may not enter the operating room area, and upon discharge, the Customer is handed over by the operating room staff at the entrance of the operating room to his/her accompanying person. The Customer acknowledges that the current (qualified, confidential) medical director of the Service Provider, without prior permission, may inspect any of his/her findings for professional quality assurance reasons, consult the specialist performing the care, and in agreement with him/her order change the direction of his/her examination and treatment.
- (14) 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 any tissue that requires histopathological examination is removed during the procedure, all costs related to the examination will be borne by the Customer. The Service Provider informs the Customer about the results and any further tests that may be required by e-mail. If the Customer does not apply for the indicated treatments, the Service Provider excludes all liability for possible health damage due to the 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.
- (15) 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.
- (16) The Customer acknowledges that it is forbidden to bring firearms, explosives, flammable substances or stabbing weapons into the Healthcare Institution. 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 Healthcare Institution, 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 one-day surgical care provided by the Service Provider. The Service Fee includes all costs incurred by the Service Provider in connection with the performance of the one-day surgical service, provided that the Service Provider is entitled to the fee for post-intervention services (e.g. control examination, dressing change, other examinations) according to the Service Provider's price list. 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.
- (2) The Customer is expressly aware of and the contract is concluded with the express knowledge of the fact that the one-day surgical service performed by the Service Provider is not a state-funded health service from the Health Insurance Fund, the Customer is obliged to pay the Service Fee as a reimbursement fee in full, regardless of whether he/she is considered insured from the point of view of social security.
- (3) The Service Provider is obliged to provide the one-day surgical service only if the Customer has paid the full Service fee for it. 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.
- (4) The Service Fee is due against the invoice issued by the Service Provider in cash, by credit card or health fund card at the same time as making the appointment for the one-day surgical 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 one-day surgical care to the Customer.
- (5) 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.
- (6) The Customer acknowledges and expressly and irrevocably agrees that he/she may not modify or cancel his appointment for a one-day surgical procedure, given the organizational difficulties involved and the fact that a significant part of the fee is for the availability of the surgical team and the provision of the Health Institution. The Customer expressly acknowledges that if, at the time of the one-day surgical procedure, he/she does not appear at the Healthcare Institution, even for reasons beyond his/her control, the Service Provider becomes entitled to the Service Fee for the one-day surgical service not used by the Customer without any further declaration, and the Customer or the Payer is not entitled to recover it. The Service Provider has explicitly drawn the Customer's attention to the disqualification clause contained in this section and has provided the information related to the cancellation separately.

- (7) 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.
- (8) The Service Provider is not obliged to start the one-day surgical care, if the Customer arrives with a delay of more than 30 (thirty) minutes, and his/her care endangers the care of subsequent patients in accordance with their appointments.
- (9) The Customer acknowledges the Service Provider's information not to bring jewellery or high-value valuables for the one-day surgical procedure. There is a lockable locker in the Healthcare Institution, where the Customer can place his/her clothes and personal belongings, however, the Service Provider is not responsible for the theft or damage to valuables.
- (10) The Service Provider is entitled to refuse to perform a one-day surgical procedure if the Customer violates the instructions related to the preparations included in the Patient Information or prescribed by his/her doctor, due to which his/her surgical anaesthesia or the procedure cannot be performed safely. In this case, the Service Provider shall be entitled to the Service Fee for the one-day surgical service not used by the Customer without any further declaration, and the Customer or the Fee Payer shall not be entitled to recover it.
- (11) 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 "claim forms" by insurers), to transfer the costs related to the issue to the Customer, 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://swissclinic.hu/adatkezelesi-tajekoztato/>.
- (2) Considering that the Service Provider is obliged to transmit the health data to the Electronic Health Services Area (EESZT) [in Hungarian: Elektronikus Egészségügyi Szolgáltatási Tér], therefore, the Service Provider provides the following information to the Customer about the right to self-determination regarding health data. Health self-determination is the citizen's right and responsibility. In order to protect personal data, the EESZT's system gives all citizens the opportunity to regulate access to their data entered in the EESZT. The possibility of digital self-determination is made possible by the provisions of Act XLVII of 1997 on the Processing and Protection of Health and Related Personal Data, as amended by Act CCXXIV of 2015. The Customer has the possibility to set access restrictions for the visibility of his/her health data managed by the EESZT, and in this context he/she can regulate which health data his/her doctors can view and continuously monitor who has requested access to his/her data. With careful settings, he/she can adjust the use of the system to his/her own needs.
- (3) The Customer acknowledges the Service Provider's information that due to the obligation to provide information related to the EESZT, the Customer must prove his/her social security identification number with a document (Social Security Card or European health insurance card), he/she must prove his/her identity by means of an identifiable photographic document (identity card, passport, driving license).

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. 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. 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.