

The Swiss Medical Hungary Zrt.'s Service Regulations for the Optimum Customer Card Health Service Product

These Service Regulations (hereinafter: Regulations) contain the provisions applicable to the Optimum Customer Card health service product offered by Swiss Medical Hungary Zrt.

1. DEFINITIONS

In the application of these Regulations:

- a) Provider: The company providing medical-healthcare and related services to Clients; Swiss Medical Hungary Zrt. (registered office: 1123 Budapest, Táltos utca 15. B. building; company registration number: 01-10-046809; tax number: 22989143-2-43; payment indicator number: Raiffeisen Bank Zrt. 12020407-01579618-00100004; website: www.swissclinic.hu).
- b) Contributor: A third party listed on the Provider's website, who acts as a participant in providing medical-healthcare services based on a healthcare activity relationship with the Provider according to the 2003 LXXXIV law on healthcare activities. The Contributor participates only in providing care and ensuring conditions, not authorized to make contractual obligations on behalf of the Provider.
- c) Client: An individual who uses the medical-healthcare services provided by the Provider based on a contract with the Payer.
- d) Payer: A third party, sole trader, legal entity, or economic organization without legal personality (insurance, health fund, care organizer, employer, etc.) in contractual relationship with both the Provider and the Client, obliged to fulfill the Service Fee on behalf of the Client.
- e) Parties: In the application of these Business Regulations, the Provider and the Client.
- f) Service Fee: The fee paid by the Provider to the Client for the provided medical-healthcare service. The fee schedule is determined based on individual agreements between the Provider and the Payer.

2. CONCEPTS

In the legal relationship between the Parties, concerning the medical-healthcare services provided by the Provider to the Client, the following concepts have the interpretations defined in this section. The use of these concepts in legislation with potentially different (broader or narrower) meanings does not apply to the services provided under these Regulations; the Parties understand these terms as defined in this section.

- a) Ambulatory Surgery: Surgical or other specialized treatments without anesthesia, which can be administered, allowing the patient to be discharged immediately without supervision and observation, qualifying as outpatient care and not considered as day surgery.
- b) Accident: A sudden external force (mechanical, electrical, or chemical) independent of the Client's will, causing injury, poisoning, or other bodily harm, showing immediate clinical, anatomical, and functional damage signs, requiring specialist care.
- c) Illness: An abnormal physical or mental state in the Client's health, not resulting from an accident and showing objective symptoms, according to the current, generally accepted medical standpoint.
- d) Diagnostic Examination: Medical examination conducted to clarify the Client's condition, discover the cause of complaints, or confirm the presence of a disease, not aimed at changing the condition by itself.

e) Dietary Consultation: Personalized nutritional and lifestyle advice conducted by a qualified professional.

f) Health Documentation: Records, registries, or any data regarding the Client's examination and treatment, regardless of the medium, which came to the Provider's knowledge. Health documentation must accurately reflect the care process and include:

- Client's identification data,
- Medical history,
- Examination results,
- Diagnosis and the examination results supporting the treatment plan, the times of examinations,
- The name of the disease justifying care,
- Timing and results of interventions,
- Medication and other therapies,
- Information on the Client's drug sensitivities,
- The health worker's name making the entry and the time of the entry.

The health documentation must preserve:

- Results of individual examinations,
- Imaging diagnostic procedures' recordings, and the Client's histological results.

g) Pre-existing Condition: A chronic or acute illness or health condition existing before the contract was signed with the Client.

h) Day Surgery: Legislatively defined planned surgical intervention, justified and executable according to medical opinion and professional rules, after which the Client can leave the institution within 24 hours after admission, following observation.

i) Inpatient Care: Healthcare provided during the Client's continuous hospital stay.

j) Home Visit: Medical care at the Client's home due to acute symptoms or sudden health deterioration.

k) Outpatient Care: Single or occasional healthcare provided by a specialist in the Provider's outpatient institutions.

l) Hospital: An institution in Hungary authorized by professional supervision to provide inpatient care, under constant medical direction and supervision, with a proper institutional code. Sanatoriums, day hospitals, psychiatric institutes, rehabilitation centers, spas, health resorts, institutions for the mentally ill, drug and alcohol detox centers, hospice activities, nursing institutions, chronic inpatient care institutions, geriatric centers, social homes, and hospital departments offering such services are not considered hospitals.

m) Laboratory Test: The examination of human tissue samples and biological products under laboratory conditions using physical, chemical, and biological methods to determine their composition, biological activity, and contamination for diagnostic purposes.

n) Limit: The upper limit of the Provider's service obligation (limit per service period) beyond which the Provider is not obliged to provide further services to the Client regarding the specified types of services during the given service period. The applied service limits, which are recorded in individual contracts, may include restrictions on the number of services or monetary limits for the service period, applicable to all healthcare services or specific parts thereof.

- o) Second Opinion: A medical expert opinion on the Client's disease, prepared by the Provider's medical director or a specialist consultant, based on a medical question, by a highly experienced professional.
- p) Medical Director's Review: The Provider's unrestricted right to have its medical director review the necessity of any prescribed examination, treatment, and care for the Client for quality assurance reasons, and if deemed medically unnecessary, to refuse the provision of the specified examination, treatment, and care.
- q) Screening: Any examination aimed at the active search and early detection of hidden diseases, pre-disease conditions, and predisposing risk factors in the asymptomatic stage to protect the Client's health and improve their quality of life and lifespan. Screenings are intended for symptom-free individuals, either once or periodically, under the following conditions:
- The disease being screened for is common or has severe health effects and can be detected in a symptom-free stage,
 - The screening is expected to be effective and easily conducted,
 - Conditions for effective treatment after screening are available.
- Screening components, once per contract period, can be used together. If the Client chooses not to use any component during the screening organization, those components cannot be requested again for screening purposes during the contract period.

3. SCOPE AND APPLICABLE LAWS OF THE REGULATIONS

- (1) These Regulations apply to the healthcare service relationship between the Provider and the Client, defining the conditions of medical-healthcare service provision.
- (2) The Provider makes its current Regulations available to the Client on its website.
- (3) For issues not regulated by these Regulations, Hungarian law, especially the 1997 CLIV Act on Healthcare and the 1997 XLVII Act on the Management and Protection of Health and Related Personal Data, shall be applied appropriately.

4. ESTABLISHMENT OF THE LEGAL RELATIONSHIP

- (1) The medical-healthcare service relationship covered by these Regulations is established by implied conduct, with the Client making an appointment for healthcare services provided by the Provider.
- (2) The Client's use of the Provider's medical-healthcare services is conditional upon the confirmation of the Client's entitlement by the Payer. The Provider is entitled to check the Client's eligibility for care at any stage of the service and, if the Client is not entitled to the service based on information from the Payer, the Provider is entitled to suspend or deny service to the Client.
- (3) The Provider is only entitled to provide medical-healthcare services if the Payer undertakes to pay the total Service Fee on behalf of the Client.
- (4) If the Provider suspends or denies the Client's care because the Client is not entitled to the service based on information from the Payer, the Provider excludes all liability related to health damage suffered by the Client and the denial of service provision. By accepting these Regulations, the Client expressly waives the right to claim compensation from the Provider for health damage or denial of service due to lack of eligibility.
- (5) The Client uses the service knowing these Regulations; thus, the Parties expressly agree that these Regulations form an inseparable part of their legal relationship.

5. RIGHTS AND OBLIGATIONS OF THE PROVIDER

(1) The Provider commits to creating and continuously providing the necessary conditions for the Client's medical-healthcare service under this legal relationship, taking all necessary measures for proper operation.

(2) The Provider commits to providing medical-healthcare services through its medical staff and Contributors in its clinics. The Provider commits to welcoming the Client in these clinics based on prior registration and after verifying the Client's entitlement, to provide medical-healthcare services.

(3) The Provider offers the Client medical-healthcare services according to the content of the service package agreed between the Client and the Payer, up to the defined Limit.

In general, the Client is entitled to use the Provider's services in case of Illness, up to the Limit defined in the service package agreed with the Payer.

If the Client's service package includes Screenings, the Provider undertakes the organization and conduct of these Screenings, according to the content of the service package and the conditions defined in these Regulations.

If the Client's service package includes Inpatient Care services, the Provider also commits to providing inpatient care if the Client's health condition justifies it, for the normative duration recommended by the medical profession, in the Provider's contracted partner hospitals.

(4) For all service packages, the Provider reserves the right to review the necessity of any prescribed examinations, treatments, and care regarding therapeutic specialist recommendations from a quality assurance perspective through a Medical Director's Review or by obtaining a Second Opinion. Based on these documents, the Provider will decide on the necessity of the given examination, treatment, and care. If deemed medically unnecessary, the Provider may refuse to provide the specific examination, treatment, or care.

If additional examinations are ordered by the physician providing the healthcare service, the Client may only undergo these examinations at the time and place arranged by the Provider, assuming the Provider, based on professional criteria and following a Medical Director's Review and/or Second Opinion, deems the physician's prescription justified.

Should the Provider find the Client's request for care unjustified, it must inform the Client of the professional reasons for this decision via email or recorded phone line within 5 (five) working days after the request for care.

(5) The Client acknowledges and expressly consents to the Provider engaging Contributors to fulfill the services provided, for which the Provider is liable to the Client as if it had performed those services itself.

(6) The Provider ensures it has valid licenses and liability insurance for providing medical-healthcare services, and that its procedures, technologies, and equipment used in service delivery comply fully with current legislation. Furthermore, the Contributors possess all necessary official permits and professional knowledge required for faultless performance of the activities covered by this legal relationship.

(7) The Provider is responsible for providing the necessary personnel and material conditions for the healthcare service; it also ensures that these conditions are adequately maintained throughout the duration of the legal relationship and replaces or supplements the equipment as needed.

(8) The Provider is obligated to perform its activities in compliance with relevant professional and ethical rules, guidelines, protocols, and regulations, with the diligence expected from participants in healthcare provision.

(9) The Provider has the right to suspend healthcare service provision or to terminate the service relationship immediately with a unilateral declaration if the Client:

- a) Requests care that contradicts the moral beliefs, conscience, or religious convictions of the physician providing the service;
- b) Seriously breaches their cooperation obligation, including compliance with treatment instructions and payment of the Service Fee;
- c) Behaves offensively or threateningly towards the Provider or Contributors, except when such behavior is directly caused by their illness;
- d) Acts in a way that endangers the life or physical integrity of the Provider or Contributors;
- e) Repeatedly requests care unjustifiably or in an abusive manner when their health condition does not require medical care, thus hindering or obstructing the Provider's activities.

(10) The Client acknowledges that it is prohibited to bring firearms, explosives, flammable materials, or stabbing weapons into the Provider's clinics. The Client also acknowledges that violating these rules may result in their removal from the clinic, possibly with police assistance, without any liability for damages on the part of the Provider, including any obligation to refund the Service Fee, in whole or in part. Additionally, littering, smoking, and threatening or vulgar behavior towards the Provider's staff are prohibited within the clinics, and violating these rules may result in the Client being excluded from service without liability for compensation on the part of the Provider.

(11) The Provider disclaims all liability for health damage suffered by the Client during the suspension or exclusion from care, or in connection with the refusal to provide care, considering that the Provider has made these Regulations available for review prior to service and publishes its current Regulations on its website. Thus, by using the service, the Client expressly waives the right to claim compensation from the Provider for any health damage incurred during the suspension period or for the refusal to provide care.

(12) The Provider limits its liability for damages arising from negligent breach of contract related to the medical-healthcare service to the amount paid by the Client (or the Payer) to the Provider under the Service Fee during the validity period of the service, acknowledging this limitation by the Client.

6. CLIENT'S RIGHTS AND OBLIGATIONS

(1) The Client is entitled to receive medical-healthcare services from the Provider within the limits of their service package up to the specified Limit, at the Provider's Health Centers listed on the website under "Our Clinics."

(2) Additionally, the Client is entitled to receive services not included in their service package or exceeding the Limit of their package by paying a separate fee to the Provider, based on the current price list with a partner discount. The Provider's current price list is published on its website. The detailed content of the service package available to the Client is specified in

the contract between the Client and the Payer, authorizing the Client to use the Provider's services.

(3) The Client has the right to information and self-determination regarding their examination and treatment, including the right to participate in decisions related to their care and to give informed consent free from deception, threats, and coercion for medical interventions.

(4) A competent Client may waive the right to be informed, except when knowing the nature of their illness is necessary to prevent endangering others' health.

(5) The Parties agree, and the Client acknowledges, that for the examinations or treatments covered by these Regulations, except for invasive procedures, the Client's consent is given either verbally or through implied behavior; implied behavior includes submitting oneself to the given examination or treatment. In the case of invasive procedures, written consent from the Client, or verbal consent in the presence of two witnesses if the Client is unable to write, is required. If the Client refuses any examination or treatment, they must inform the Provider in writing by making a note on the outpatient card with their signature. The Client can only refuse treatment that could lead to severe or permanent health deterioration with a public document or fully authoritative private document, or, in the case of inability to write, in the presence of two witnesses. In this latter case, the refusal must be recorded in the health documentation and authenticated by the signatures of the witnesses.

(6) The Client has the right to access the personal and health data about them recorded in the health documentation, and to request information about their health data, with the Provider handling the health documentation and the Client having the right to decide about their health data. Regarding information requests, the provisions mentioned in section 7 on Data Management are guiding.

(7) When using the medical-healthcare service, the Client is obliged to respect the relevant laws and the Provider's operational regulations, and in exercising their rights, they must also respect the rights of other patients, as well as the legally established rights of the Provider, Contributors, and other healthcare workers acting on behalf of the Provider.

(8) For identification necessary for patient admission, the Client must present a valid identity document (e.g., ID card, passport, driver's license) to the person appointed by the Provider. The Client acknowledges that if they refuse to verify their identity, the Provider may refuse to provide outpatient specialist care.

(9) The Client acknowledges that the Provider is not liable for the theft or damage of valuables left unattended in the Provider's clinics.

(10) The Client has the right to have only those people present during their examination and treatment whose participation is necessary, and to ensure that their examination and treatment are conducted in conditions where others cannot see or hear them without their consent. The Client acknowledges that a maximum of one companion may be present during their examination and treatment.

(11) The Client acknowledges that the Provider's currently appointed (qualified in medicine, bound by confidentiality) medical director can review any of their findings without prior permission for quality assurance reasons related to exercising the Medical Director's review right, consult with the treating physician, provide or commission a Second Opinion, and order changes to the direction of their examinations and treatment.

(12) The Client acknowledges that if they interrupt or delay the prescribed series of treatments, they may jeopardize the success of the treatment. The Provider will note any breach of cooperation obligations related to the series of treatments in the Client's health documentation. The Provider disclaims any liability for damages attributable to the Client due to missed or delayed treatments.

(13) The Provider is released from its service obligation if it can prove that the damage was caused by the Client or a household member living with them through illegal, intentional, or grossly negligent behavior.

(14) If the Provider is exempted, the Client (or Payer) is not entitled to any refund of the Service Fee.

(15) The Client uses the Provider's services based on their own decision and acknowledges that every medical intervention and treatment carries risks. The Client bears all risks that cannot be attributed to the physician's fault. The Client is also aware that the recovery process and duration can vary among patients or deviate from the average. The Provider is not liable for consequences arising from the Client's breach of obligations under the Service Agreement or failure to follow instructions from physicians and other healthcare workers related to healing or treatment, non-compliance with prescribed medication or therapy, or seeking additional therapy from another provider without detailed consultation with the Provider's physician, potentially preventing the consideration of interactions and side effects.

(16) The Client acknowledges that if they do not return for the results of examinations requiring sample collection within the expected timeframe for results after sample collection, the Provider is not liable for any health damage due to missed therapy.

(17) Furthermore, the Provider will do everything within its power to ensure that the care provided reflects the current standards of science and is based on evidence-based professional guidelines, or in their absence, well-founded, widely accepted literature or professional consensus, aiming for the services to be professionally effective and optimally use available resources.

(18) The Client is obliged to cooperate with the Provider to the extent necessary to establish a diagnosis, prepare an appropriate treatment plan, and perform interventions, including providing information, informing about their condition, past, current, and planned future treatments, including all medications taken and known allergies without specific questioning, and informing about circumstances endangering others' health or life, especially infectious diseases and conditions excluding them from certain activities, thus particularly obliged to inform about infectious diseases. The Client must also inform about any previous declarations made regarding healthcare, comply with instructions related to their treatment,

verify their personal data as required by law with credible documentation, and adhere to the instructions received during their medical treatment.

7. EXCLUSIONS

The Provider's obligation to provide healthcare services does not extend to healthcare services related to health conditions, illnesses, or health impairments arising in connection with any of the following events:

- a) Self-inflicted harm by the Client through illegal, intentional, or grossly negligent behavior (even if under a disturbed state of mind);
- b) Participation in uprising, rebellion, riot, terrorist act, war, combat action, hostile acts of foreign power, coup against the government or attempt thereof, insurrection, civil war, revolution, demonstration, march, strike, workplace unrest, border skirmish;
- c) Effects related to nuclear energy or ionizing radiation;
- d) The Client's state of intoxication (blood alcohol content reaching or exceeding 0.8 per mille), consumption of narcotic, psychotropic, or similar substances, or dependence on toxic substances due to regular intake; or treatment related to such dependencies;
- e) Prenatal care, including all examinations justified by pregnancy, childbirth itself, health impairments occurring within one year following childbirth (except for establishing pregnancy as part of outpatient care), and care related to ectopic pregnancy, as well as interventions related to these conditions;
- f) Health impairments caused by driving without a valid driver's license or the necessary official permit;
- g) Healthcare services aimed not at diagnosing the Client's illness, preventing deterioration of their health condition, or restoring their health, including cosmetic surgeries;
- h) Treatments related to rehabilitation, sanatorium care, spa treatments, weight loss programs;
- i) Dialysis treatments; care for HIV-positive individuals and Hepatitis C patients;
- j) Non-conventional treatments, including acupuncture, naturopathy;
- k) High-risk sports activities using techniques and equipment different from traditional sports;
- l) Treatments related to contraception;
- m) Treatments related to pregnancy termination (except for cases where it's necessary to preserve the mother's health, save her life, or in cases of pregnancy resulting from a criminal act);
- n) Treatments related to infertility investigations, treatments;
- o) Treatments related to artificial insemination;
- p) Transplantations;
- q) Sterilization procedures and their consequences;
- r) Gender reassignment surgeries;
- s) Eye correction surgeries;
- t) Hearing aids;
- u) Examinations and treatments related to alcohol or drug consumption;
- v) Care in nursing homes;
- w) Healthcare services provided by individuals without medical qualifications and operating licenses, including subsequent medical or other healthcare services necessitated by treatments from such individuals.

8. SERVICE FEE PAYABLE TO THE PROVIDER

(1) If the Client uses a service not included in their service package, the Client pays the Provider a Service Fee as compensation for Case Treatments. The Service Fee covers all costs associated with the medical-healthcare and related services on the Provider's side. The Service Fee is payable upon presentation of an invoice issued by the Provider, in compliance with accounting laws, either in cash or by bank card.

(2) Before the actual provision of Case Treatments, the Provider informs the Client about the cost, allowing the Client to decide based on the treatment plan and the Provider's recommendations on which examinations or treatments they wish to undergo.

(3) For high-value Case Treatments, interventions (e.g., day surgery, endoscopy, screening packages), and the costs of Inpatient Care, the Client is obligated to pay in advance, before the intervention, either by bank transfer or in cash or by bank card at the reception of the Provider's Health Centers. If the Client fails to pay the fee or the cost of Inpatient Care by the due date specified on the invoice, the Provider is entitled to refuse the service.

(4) The Client may raise objections to the invoice issued by the Provider for the Service Fee within 8 (eight) days of receipt, specifying calculation, transcription, or other errors by sending an email to hello@swissclinic.hu, which the Provider's customer service manager will review within 15 (fifteen) days. If the Client does not exercise the right to object, it is considered that they accept the Provider's invoice and the amount of the Service Fee specified therein. If the Provider accepts the Client's objection, the invoice will be amended accordingly. Furthermore, the Parties agree that engaging in the medical-healthcare service signifies the Client's acceptance of the Service Fee, considering the Provider makes it publicly available.

(5) The Client acknowledges and irrevocably agrees that if they fail to cancel or reschedule an appointment for an examination or treatment through the Provider's telephone customer service within 72 hours prior to the scheduled time, the Provider considers the service rendered and may charge it against the service package's Limit. The Client also expressly acknowledges that the Provider records incoming calls to the appointment service line for this purpose. Additionally, the Client expressly acknowledges that failing to attend the examination or treatment on three occasions without notifying the Provider as specified herein may result in the Provider being entitled to refuse further services to the Client.

(6) If the Client attends the scheduled examination or treatment, the Provider is not obliged to begin the treatment if the Client arrives more than 30% late for the scheduled time, jeopardizing the timely care of subsequent patients. If the Client insists on receiving care despite the late arrival, they are obliged to pay the full Service Fee even if the service could only be partially provided.

9. DATA MANAGEMENT, CONFIDENTIALITY

(1) The Provider applies its currently valid Data Management Policy, available at the following link: [\[Link to the Data Management Policy\]](#), for managing personal and health data of Clients obtained during healthcare provision.

(2) Given the Provider's obligation to transmit health data to the Electronic Health Service Space (EESZT), the Provider informs the Client about the data transmission obligation to EESZT regarding health data. Health self-determination is a citizen's right and responsibility.

To protect personal data, the EESZT system allows every citizen to regulate access to their data managed by EESZT, thereby controlling which healthcare provider can access their health data and continuously monitor who has requested access to their data. Digital self-determination enabled by amendments in the 1997 XLVII Act through the 2015 CCXXIV Act allows setting access restrictions to managed health data within EESZT and regulating the visibility of certain health data to treating physicians.

(3) The Client acknowledges the Provider's notification that due to its data submission obligation to EESZT, the Client must prove their social security identification number with a document (Taj card or European Health Insurance Card) and verify their identity with a photo ID (ID card, passport, driver's license).

10. MISCELLANEOUS PROVISIONS

(1) Neither Party is responsible, delayed, nor commits a breach of contract if the fulfillment of obligations is hindered by force majeure events beyond the Parties' control. In the event of force majeure, the affected Party must immediately notify the other Party and make all reasonable efforts to continue fulfilling their obligations.

(2) During their cooperation, the Parties act in accordance with the principles of good faith and fairness, keeping each other informed. Any legal disputes will primarily be resolved amicably, through direct negotiations in the spirit of cooperative and fair interaction, prioritizing peaceful resolution of infringements. During these negotiations, the Parties aim to resolve the dispute amicably and agree that any written request from one Party to the other will lead to conciliation-mediation proceedings within 15 (fifteen) days from receipt of the request.

(3) For complaints related to healthcare services, the appointed Complaints Manager following the Complaints Management Policy will handle them. For healthcare service-related complaints, the Provider's Customer Service only accepts complaints from the Client or their written authorized representative, alongside the presentation of the invoice (or confirmation from the Payer) related to the service, within six months from the service date. The Client must submit their complaint in writing via email to hello@swissclinic.hu. The Provider will review the complaint within 30 days following its Complaints Management Policy and inform the Client in writing about the outcome. If the Client does not accept the initial response to the complaint, the Provider will send a second response within an additional 30 days. After the second response, the Provider is not obliged to continue handling the complaint but may choose to continue the complaints management process and offer compensation for amicable resolution, though it is not obligated to do so.

(4) If the complaint handling or conciliation talks do not lead to a resolution within 60 (sixty) days from the dispute's emergence, or if the Client is dissatisfied with the outcome of the complaint handling, they may initiate further actions based on their legal rights, including:

- Contacting a patient rights' advocate, whose contacts can be found at <https://www.ijsz.hu/kepviselok1.html>,
- Turning to the conciliation board competent according to their residence or place of stay, with contact information available at <http://www.bekeltetes.hu>. The website provides information on the conciliation board's location, phone and internet contacts, and mailing address according to the Client's residence or place of stay,
- Approaching the consumer protection authority of the district office competent according to their residence or place of stay,
- Or bringing the case before the competent court.

