These General Terms and Conditions (hereinafter referred to as "GTC") include the provisions applicable to the Service Agreement regarding the customer card services provided by Swiss Medical Hungary Zrt., entered into between the Service Provider and the Clients.

#### 1. Definitions

In the application of these Business Regulations:

- a) Service Provider: The company providing medical-healthcare and other related services to Clients; Swiss Medical Hungary Zrt. (headquarters: 1123 Budapest, Táltos utca 15. B. building; company registration number: 01-10-046809; tax number: 22989143-2-43; bank account number: Raiffeisen Bank Zrt. 12020407-01579618-00100004; website: www.swissclinic.hu).
- b) Contracted Partner: A third party listed on the Service Provider's website in the application of these GTC, qualifying as a Service Provider, who participates in providing the medical-healthcare service through a contractual relationship established with the Service Provider for the performance of healthcare activity under the Act LXXXIV of 2003 on certain issues of healthcare service activities. The Contracted Partner only participates in providing the service or ensuring the conditions thereof, and is not authorized to make contractual obligations in the name of the Service Provider.
- c) Client: An individual, sole proprietor, legal entity, or economic organization without legal personality who/which takes the customer card-based medical-healthcare service from the Service Provider based on a Service Agreement, and is obliged to perform the Service Fee towards the Service Provider. In the case of service utilization, a third party indicated in the Confidential Annex of the Service Agreement has the rights and obligations burdening the Client.
- d) Fee Payer: Typically the Client; or a third party qualifying as a Client in the application of these GTC, mentioned in the Service Agreement and undertaking the obligation to pay the fee, who is obliged to perform the Service Fee instead of the Client based on their legal relationship.
- e) Parties: In the application of these Business Regulations, the Service Provider and the Client.
- f) Service Agreement: The agreement concluded between the Service Provider and the Client under the conditions specified in these GTC. The Client's data, the content of the Client Card, any special conditions and provisions relating to the Client are included in the Service Agreement, while the personal and possible health data of persons entitled to care are in the Confidential Annex.
- g) Service Fee: The fee to be paid by the Client to the Service Provider as consideration for the provided medical-healthcare and other related services, consisting of the Service Fee and the Fee for Occasional Treatments. The current Service Fee schedule is contained in Annex 5 of these GTC, while detailed rules regarding performance and due date, consequences of non-payment are specified in these GTC.
- h) Service Period: The one-year duration covered by the Client's Service Fee, starting from the date of entry into force of the Service Agreement, during which the Service Provider is obliged to provide medical-healthcare services.
- i) Client Card: A virtual card issued by the Service Provider for the Client, entitling the use of medical-healthcare and other related services, indicating the service level (Silver, Gold Light and Gold Full, Platinum) with a unique contract number, the service content of which is included in Annexes 1, 2, 3, 6, 7, and 8 of these GTC.

### 2. Scope, Amendment of the General Terms and Conditions and Applicable Laws

- (1) These GTC apply to the legal relationship between the Service Provider and the Client, defining the conditions for providing medical-healthcare services.
- (2) These GTC come into force at the moment the Service Agreement is signed by the Parties and the Service Fee specified in the Service Agreement is paid by the Client to the Service Provider's designated bank account number. The date of payment is considered the day the Service Fee is credited to the Service Provider's account. The Client is entitled to use the service from the third working day following the credit of the account.
- (3) The Service Provider informs the Client, and the Client 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 send the textual changes to the Client, together with information on the conditions of termination applicable to the Client, 30 (thirty) days before the amendment takes effect.
- (4) The Client has the right to terminate the Service Agreement with immediate effect by a unilateral written statement within 8 (eight) days after the amendment is communicated, before the amendment takes effect.
- (5) The Service Provider is not obliged to apply the provisions defined in this chapter for amendments to the GTC when the amendment does not result in a significant change in the terms of the Service Agreement, the amendment of the GTC is due to a change in legislation, or due to unforeseen significant changes in circumstances. The Service Provider is also not obliged to apply the notification deadlines for amendments to the GTC when the amendment does not affect the conditions of the already provided services or if the amendment is beneficial to the Client. In these cases, the Client is not entitled to immediate termination.
- (6) The Service Provider makes the current GTC available on its website in a way that allows the Client to store and retrieve the GTC unchanged at any time.
- (7) For issues not regulated by these GTC, the applicable Hungarian law, especially the provisions of the Civil Code, the Health Care Act, and the Act on the Management and Protection of Health and Related Personal Data, shall apply accordingly.

## 3. Formation of the Service Agreement

- (1) The medical-healthcare service relationship subject to these GTC is established in writing by signing the Service Agreement between the Client and the Service Provider.
- (2) A condition for the Client to take advantage of the medical-healthcare services provided by the Service Provider is that the Parties sign the Service Agreement and the Client pays the due Service Fee specified in the Service Agreement. The Service Provider is entitled to provide medical-healthcare services only if the Client (Fee Payer) has paid the total amount of the Service Fee when due. The Service Provider excludes all its liability related to health damage suffered by the Client or the refusal of care due to the lack of payment of the Service Fee. By accepting these GTC, the Client expressly waives the right to claim compensation from the Service Provider due to health damage or refusal of care due to non-payment of the Service Fee.
- (3) The Client signs the Service Agreement with knowledge of these GTC, referring to them, and therefore, the Parties expressly agree that these GTC form an inseparable part of the Service Agreement established between them.
- (4) Mandatory content elements of the Service Agreement (and its annexes) include:

- The Service Provider's details: name, headquarters, postal address, tax number, company registration number; central customer service phone number and online contact; website URL and emergency contact number;
- Client's details (name, address, place and date of birth, tax identification number, billing address, contact information if the Fee Payer is different from the Client);
- The subject of the Service Agreement being the Client Card, locations of service provision, start date;
  - If applicable, the name of the assigned treating physician;
  - Service level of the Client Card, fee schedule, method of payment;
  - Duration of the contract, annual turnover point of the Service Period.

### 4. Rights and Obligations of the Service Provider

- (1) The Service Provider commits to creating and continuously ensuring, to the best of its knowledge and expertise, the necessary conditions for the Client's medical-healthcare service provision during the term of this legal relationship; it takes all necessary actions to ensure proper operation.
- (2) The Service Provider commits to providing medical-healthcare services using its healthcare staff and Contracted Partners in the clinics listed under the Introduction/Our Clinics/Highlighted Care Locations section on the Service Provider's website. The opening hours of the clinics are also published on the website, and the Service Provider commits to accepting the Client by prior appointment in these clinics and providing medical-healthcare services in exchange for the Service Fee.
- If the Client's card includes a hospital package, the Service Provider also commits to providing inpatient care for the duration recommended by the medical profession if required by the Client's health condition, at the Service Provider's contracted partner hospitals, including the Budapest Uzsoki Street Hospital, Városmajor Heart and Vascular Clinic, National Oncology Institute, National Institute of Neurology and Neurosurgery, and the Buda Health Center.
- (3) The Client acknowledges and expressly consents to the Service Provider engaging Contracted Partners for the performance of the services provided, for which the Service Provider is liable to the Client as if it had provided the services itself.
- (4) The Service Provider commits to having a valid license and liability insurance for the provision of medical-healthcare services, ensuring that the procedures, technologies used, and equipment provided for the service fully comply with current regulations. The Contracted Partners also have all necessary authority licenses and professional knowledge required for faultless service provision.
- (5) The Service Provider ensures the personal and material conditions necessary for the provision of medical-healthcare services; it also ensures that the conditions necessary for the service remain in appropriate condition throughout the duration of the legal relationship and replaces or replenishes equipment as needed.
- (6) The Service Provider is required to perform its activities in compliance with the relevant professional and ethical rules, guidelines, protocols, and regulations, with the care expected from healthcare providers.
- (7) The Service Provider is entitled to suspend medical-healthcare service provision or to terminate the Service Agreement with immediate effect by unilateral declaration if the Client:
- a) Requests care that conflicts with the Service Provider's moral convictions, conscience, or religious beliefs;

- b) Seriously breaches the cooperation obligation, including compliance with treatment instructions and payment of the Service Fee;
- c) Exhibits offensive or threatening behavior towards the Service Provider or its Contracted Partner, except if such behavior is caused by the Client's illness;
  - d) Endangers the life or physical integrity of the Service Provider or its Contracted Partner;
- e) Intends to use emergency care provided by the Service Provider or specialist care based on appointment several times without valid reason, thereby hindering or obstructing the Service Provider's operations;
- f) Provides false health information or conceals existing or past illnesses in the health declaration filled out prior to entering the agreement.

The Client acknowledges that it is prohibited to bring sharp weapons, explosive materials, flammable substances, or firearms into the Service Provider's clinics. The Client also acknowledges that in case of violation of this provision, they can be removed from the premises, even with the help of the police, without any liability for damages on the part of the Service Provider, including any obligation to refund the Service Fee, either in full or in part. Furthermore, littering, smoking, and behaving threateningly or using foul language towards the staff of the Service Provider in the clinics are also prohibited. Violation of these provisions entitles the Service Provider to exclude the Client from service provision without incurring any liability for damages.

The Service Provider excludes all liability related to health damage suffered by the Client during the suspension or exclusion period or the refusal of care, and the Client expressly waives the right to claim compensation from the Service Provider for health damage or refusal of care during the suspension period.

(8) The Service Provider limits its liability for damages related to negligent breach of contract to the amount of the Service Fee paid by the Client (Fee Payer) to the Service Provider under the service agreement during the term of service, in accordance with Section 6:152 of the Civil Code. The Client acknowledges this limitation. (9) The Client is entitled to use the medical-healthcare services included in their service level card provided by the Service Provider, at the Health Centers listed on the Service Provider's website under the "Our Clinics" section. Additionally, the Client is entitled to use certain emergency services within the administrative boundaries of Budapest without additional charges beyond the Subscription Fee.

Within a 10 km radius of Budapest's administrative boundary, certain emergency services can be availed against an additional call-out fee, at the Client's residence or place of stay. (10) The Client is also entitled to avail services not included in their card service level against separate payment (Fee for Occasional Treatments) based on the discount rate determined by the Service Provider's current price list. The mode and conditions of availing medical-healthcare services and the contents of the service levels of the Client Card are contained in the Annexes of this GTC. The Service Provider's current price list is published on its website.

- (11) The Client has the right to information and self-determination regarding their examination and treatment, within which they have the right to participate in decisions concerning their examination and treatment and to give informed consent free from deception, threat, and coercion for healthcare interventions.
- (12) The capable Client may waive the right to be informed, except when the nature of the illness must be known to prevent endangering the health of others. If the intervention is initiated by the Client and not for therapeutic purposes, the waiver of information is only valid in writing.

- (13) The Parties agree, and the Client specifically acknowledges, that for the medical examination or treatment part of the provided medical-healthcare service excluding invasive procedures the Client gives their consent verbally or by conclusive actions; consent through conclusive actions is given when the Client subjects themselves to the particular examination or treatment. In the case of invasive procedures, written consent from the Client or if they are unable to do so a statement made in the presence of two witnesses verbally or by other means is required. If the Client refuses the conduct of examination or treatment, they must inform the Service Provider in writing on the outpatient card with their own handwriting and signature. The Client can only refuse any treatment that, if omitted, could likely result in severe or permanent damage to their health condition in a public document or fully probative private document, or in the presence of two witnesses if unable to write. In the latter case, the refusal must be recorded in the healthcare documentation, which is authenticated by the signatures of the witnesses.
- (14) The Client has the right to access the data concerning them contained in the healthcare documentation, and to request information about their healthcare data, noting that the healthcare documentation is managed by the Service Provider, and the data contained therein is owned by the Client. The handling of the information related to this is governed by the provisions referred to in Section 7 on Data Processing.
- (15) The Client is obliged to pay the Service Fee to the Service Provider upon its due date in full and acknowledges that failure to pay or delayed payment of the Service Fee entitles the Service Provider to suspend the provision of medical-healthcare services to the Client according to the rules specified in this GTC. The Client expressly acknowledges that the Client Card is personal and non-transferable.
- (16) When availing of the medical-healthcare service, the Client is obliged to respect the relevant laws and the operational regulations of the Service Provider, and in exercising their rights, must respect the rights of other patients and may not violate the legally established rights of the Service Provider, Contracted Partners, and other healthcare workers acting on behalf of the Service Provider.
- (17) For outpatient specialist care, the Client is required to present a valid identity document for patient registration (e.g., ID card, passport, driving license) to the person appointed by the Service Provider. The Client acknowledges that if they refuse to prove their identity, the Service Provider will refuse to provide outpatient specialist care.
- (18) The Client acknowledges that the Service Provider is not liable for the theft or damage of valuables left unattended in the Service Provider's clinics, which are open to the public.
- (19) The Client has the right for their examination and treatment to be conducted in the presence of only those persons whose participation is necessary for the care, and for their examination and treatment to be conducted in a way that others cannot see or hear it without their consent. The Client acknowledges that a maximum of one companion may be present during their examination and treatment. The Client also acknowledges that the current (medically qualified, bound by confidentiality) medical director of the Service Provider can, without prior permission, access any of their findings for quality assurance purposes, consult with the treating physician, and, with their agreement, order changes to the direction of their examinations and treatments for the benefit of the Client's recovery.
- (20) The Client acknowledges that if they interrupt or delay the prescribed series of treatments, it may jeopardize the effectiveness of the treatment. The fact of violating the obligation to cooperate related to the series of treatments is recorded in the Client's healthcare documentation by the Service Provider. The Service Provider excludes its liability

for damages attributable to the Client due to the omission or delayed conduct of the series of treatments.

- (21) If the Client is unable to attend the screening for any reason, it is necessary to inform the Service Provider before the examination. The screening can be canceled or rescheduled once without any charge if done more than 72 hours before the booked appointment. If the Client does not show up for the examination without notifying the Service Provider 72 hours before the scheduled time, the Service Provider will consider the screening package as fulfilled and is entitled to invoice the Client for the screening fee. The screening package is also considered fulfilled if the Client cancels or reschedules the appointment for the second time, even if notified 72 hours in advance.
- (22) The Service Provider's services are availed by the Client based on individual decision and agreement, acknowledging by signing the contract that every medical intervention and treatment carries risks, and the Client bears all those risks which cannot be attributed to the doctor's responsibility. The Client is also aware that the course and duration of recovery may vary among patients or may deviate from the average. The Service Provider disclaims any responsibility for consequences arising from the Client's breach of obligations under the Service Contract, or if the Client does not follow the instructions of doctors and other healthcare professionals involved in the treatment, does not take the prescribed medication. does not take it according to the medical prescription, or does not apply the prescribed therapy according to the medical prescription; also, if the Client avails of additional therapy from another service provider without thoroughly informing the Service Provider's doctor, who could not consider potential interactions and side effects. The Client also acknowledges that if they interrupt or delay the prescribed series of treatments, it may endanger the success of the treatment. The fact of violating the cooperation obligation related to the series of treatments may be recorded by the Service Provider in the Client's healthcare documentation. The Service Provider fully excludes its liability for damages attributable to the Client resulting from the omission or delayed conduct of the series of treatments. Furthermore, the Client acknowledges that if they do not present themselves to collect the results after undergoing tests, the Service Provider is not liable for any health deterioration resulting from the missed therapy. Otherwise, the Service Provider does everything reasonably possible to ensure that care is provided based on the current scientific standards and evidence-based professional guidelines, or in their absence, based on well-founded, widely accepted scientific publications, or professional consensus, and that its service can be provided effectively with the optimal use of available resources.
- (23) The Client if their health condition allows is obliged to cooperate with the Service Provider as follows:
- provide information to the extent necessary for diagnosing, preparing an appropriate treatment plan, and conducting interventions;
- inform in detail about their condition, complaints, and treatments conducted elsewhere in the past, present, and planned for the future, including all data on medications taken and known allergies without specific questions;
- inform about circumstances related to their own illness that could endanger the health of others, especially infectious diseases and conditions excluding them from work activities, including but not limited to HIV, HBV, HCV, coronavirus, etc.;
- inform about any legal declarations made previously concerning healthcare treatment;
- follow the instructions related to their treatment;
- credibly prove their personal data required by law.

#### 6. SERVICE FEE

- (1) The Parties record that the Client pays a Service Fee to the Service Provider as consideration for the medical-healthcare services provided by the Service Provider. The Service Fee includes all costs arising on the part of the Service Provider in connection with the provision of medical-healthcare and other related services. The Client (or the Payer) is obliged to pay the Service Fee in cash, by bank transfer to the bank account number specified on the invoice issued by the Service Provider, or by credit card payment upon receiving the invoice prepared in accordance with accounting laws.
- (2) The Service Fee consists of the following components:
- a) the annual service fee for the medical service covered by the client card (Service Fee);
- b) the fee for treatments not covered by the Client Card, for which the Service Provider issues an invoice to the Client after the provision of the service (Fee for Specific Treatments). Exceptions to this are endoscopy and day surgery treatments, which must be paid in advance of the treatment.
- (3) The Service Provider publishes the valid fees for the first service period on its website. The fees published on the website apply only to the first service period the first contract with the Client and the Service Provider reserves the right to unilaterally modify the Service Fee after the first service period. The Service Provider is not entitled to modify the Service Fee unilaterally during the service period; however, it has the right to change the Fee for Specific Treatments at any time, notifying its clients through a notice published on its website or through an electronic newsletter.
- (4) Thirty days before the turnover point of the contractual period, the Service Provider is obliged to inform the Client of the Service Fee due for the next period. After the first service period, the Service Provider is entitled to determine the Service Fee based on the services availed by the Client during the previous contractual period. If the Client accepts the modification of the Service Fee, the Service Provider issues an invoice for the Service Fee for the next contractual period, and the Parties enter into a new fixed-term Service Contract. If the Client does not accept the modification of the Service Fee, the legal relationship terminates on the last day of the term specified in the Service Contract.
- (5) If the Client has previously been in a contractual relationship with the Service Provider or has availed of the Service Provider's medical-healthcare services under another Client's contractual relationship, the Service Provider is entitled to determine the Service Fee for the first service period differently from the list price, based on the services availed in the previous contractual period.
- (8) The Service Provider informs the Client about the Fee for Specific Treatments before the actual provision of the examination or treatment, and the Client decides which examination or treatment they wish to avail of, considering the treatment plan and the Service Provider's suggestions.
- (9) The Service Fee is always due before the provision of the service; its payment is a condition for the effectiveness of the Service Contract and for the Service Provider to start providing medical-healthcare services during the given service period.
- (10) Treatments not included in the Client's card can be paid on-site in cash or by credit card against an invoice issued by the Service Provider. High-value interventions, such as day surgery or endoscopy, must be paid in advance. For example, endoscopy can be paid through the webshop, day surgery by transfer, or any major clinic's reception in cash or by credit card. If the Fee for Specific Treatments especially considering the costs of hospital care exceeds the Service Fee paid by the Client, the Service Provider is entitled to issue a supplementary invoice after the provision of the service, which the Client (Payer) is obliged

to pay after receiving the care. If the Client (or the Payer) fails to fulfill the Fee for Specific Treatments exceeding the Service Fee within the due date specified on the invoice, the Service Provider is entitled to suspend the provision of the Service the day after the due date passes unsuccessfully.

- (11) Regarding the invoice for the Service Fee issued by the Service Provider, the Client may raise objections within 8 (eight) days of receiving the invoice, specifying the calculation, typographical, or other error by sending an electronic mail to info@swissclinic.hu, which objection will be examined by the customer service manager within 15 (fifteen) days. If the Client does not exercise their right to object, it is considered that they accept the Service Provider's invoice and the amount of the Service Fee contained therein. If the Service Provider accepts the Client's objection, it will modify the invoice accordingly. Otherwise, the Parties agree that the availing of medical-healthcare services signifies the acceptance of the Service Fee for the given examination or treatment, considering that the Service Provider publishes it in the manner specified in the present GTC.
- (12) The Parties may agree on the scheduling of the fulfillment of the Service Fee differently from what is specified in this chapter. In this case, the specific rules of fulfillment are contained in the Service Contract or in a separate written agreement between the Parties, with the understanding that if there is a discrepancy between the provisions of the present GTC and the Service Contract, or the written agreement of the Parties, the Parties due to its specific nature shall apply the rules set out in the Service Contract or in their written agreement.
- (13) The Client acknowledges and irreversibly consents that the service appointment recorded over the phone for medical examination or treatment can be canceled or modified via phone without any charge, up to 72 hours prior to the scheduled appointment. The Client further expressly acknowledges that calls to the appointment service phone line can be recorded by the Service Provider. Moreover, the Client expressly acknowledges that any medical examination or treatment appointment not canceled or modified as mentioned above, and not availed by the Client, is considered provided by the Service Provider. The Service Provider reserves the right to terminate the contract with the Client if there are 3 instances where the Client does not cancel or cancels too late for the examination or treatment according to the above.
- (14) In the case of a scheduled examination or treatment, the Service Provider is not obliged to start the treatment if the Client arrives with a delay exceeding 30% of the first examination time and if providing care jeopardizes the scheduled provision of services to subsequent patients. If the Client insists on receiving care despite being late, they are still required to pay the full Service Fee even if they could only partially avail the service.

## 7. DATA MANAGEMENT, CONFIDENTIALITY

The Service Provider applies its current Data Management Policy, available at the following link, for the handling of personal and health data learned during the care of Clients: https://swissclinic.hu/adatkezelesi-tajekoztato-2/

(2) Considering the Service Provider's obligation to transmit health data to the Electronic Health Service Space (EESZT), the Service Provider informs the Client that every citizen has the right to regulate access to their data in the EESZT system to protect personal data. The system allows citizens to set access restrictions to their health data in the EESZT, thus regulating which healthcare professionals can view their health data and continuously monitor who has requested access to their data. The digital self-determination is enabled 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 Client has the option to set access

restrictions in the EESZT system regarding their health data and within this framework, can regulate which of their health data can be viewed by their treating doctors.

(3) The Client acknowledges the Service Provider's information that due to its data transmission obligation to the EESZT, the Client must provide proof of their social security identification number with a document (social security card or European health insurance card) and must verify their identity with a photo identification document (ID card, passport, driving license) for outpatient care.

### 8. DURATION, TERMINATION, AND CANCELLATION OF THE SERVICE CONTRACT

- (1) The Parties agree that the Service Contract is made for a fixed term of one year. The fixed duration, including the starting and ending date of the Service Period, is specified by the Parties in the Service Contract.
- (2) The Service Contract terminates:
- by mutual agreement of the Parties;
- upon the expiration of the fixed term;
- by unilateral written immediate termination by either Party;
- simultaneously with the occurrence of facts resulting in its impossibility.
- (3) In case of termination of the Service Contract by mutual agreement, the Parties shall determine the conditions for the termination for the future in a separate, written agreement. The condition for mutual agreement is that the Parties agree on all issues they consider significant; otherwise, the contract cannot be considered terminated by mutual agreement. Given that the termination of the Service Contract by the Parties is subject to written form, they specifically agree that an implied conduct does not lead to the termination of the Contract.
- (4) Either Party may also terminate the Service Contract with immediate effect by a unilateral written statement to the other Party if the other Party commits a serious breach of contract and does not remedy it within 8 (eight) working days following the written notice. The termination becomes effective upon notification to the other Party.

The Service Provider is also entitled to terminate the Contract without notice in the cases specified in the GTC, especially including the cases mentioned in section 4 (7). It is also entitled to terminate immediately if the Client or the Payer faces insolvency events (bankruptcy or liquidation proceedings initiated against them, criminal proceedings initiated, suspension or deletion of their tax number, and the procedure is not terminated within thirty days). The Service Provider is also entitled to terminate immediately if the Client uses the medical-healthcare service contrary to its purpose, abusively, or if the Client avails the examinations or treatments covered by the Service Fee with a frequency that is unjustified based on their health condition, thereby hindering or obstructing the Service Provider's operations.

In case of the Service Provider's extraordinary termination, the Client is not entitled to claim a pro-rata refund of the Service Fee for the remaining period of the service period. The Service Provider is also entitled to seek compensation for its pecuniary and non-pecuniary damages associated with the termination.

# 9. MISCELLANEOUS PROVISIONS

(1) Neither Party is responsible, falls into delay, or commits a breach of contract if the performance of obligations is hindered by a force majeure event arising outside the Parties' sphere of interest. Upon the occurrence of a force majeure event, the affected Party must immediately notify the other Party and, if reasonably possible, take all actions to continue fulfilling its obligations.

- (2) In their cooperation, the Parties act in accordance with the principles of good faith and fair dealing, informing each other mutually. Any legal dispute arising from or related to the Service Contract (its breach, termination, validity, or interpretation) shall primarily be resolved by the Parties amicably, within the spirit of good faith and fair cooperation through direct negotiations. In this process, the Parties prefer the peaceful resolution of grievances and agree to conduct a conciliatory-mediation process within 15 (fifteen) days following the receipt of a written notice from one Party to the other.
- (3) If conciliatory negotiations do not lead to a resolution within 60 (sixty) days of the dispute arising, the Parties stipulate the exclusive jurisdiction of the Central District Court of Buda or the Court of Székesfehérvár, depending on the matter's jurisdiction.
- (4) For complaints related to healthcare services, the designated complaint handler, in accordance with the Complaint Handling Regulation, addresses the issue. Regarding healthcare services, the Service Provider's Customer Service accepts complaints only from the Client or their authorized representative, with the presentation of the invoice received at the time of the healthcare service, within half a year from the date of the service that serves as the basis of the complaint. The Client must submit their complaint in writing, via electronic mail sent to hello@swissclinic.hu. The Service Provider evaluates the complaint within 30 days according to its own complaint handling regulation and informs the Client in writing about the outcome. If the Client does not accept the first response to the complaint, the Service Provider sends a second response within another 30 days. After the second response, the Service Provider is not obliged to further handle the Client's complaint but may continue the complaint handling process, offer compensation for peaceful settlement, but is not obligated to do so.
- (5) In their cooperation, the Parties act in accordance with the principles of good faith and fair dealing, informing each other mutually. Any legal dispute arising from or related to the Service Contract (its breach, termination, validity, or interpretation) shall primarily be resolved by the Parties amicably, within the spirit of good faith and fair cooperation through direct negotiations. The Parties prefer the peaceful resolution of grievances and agree to conduct a conciliatory-mediation process within 15 (fifteen) days following the receipt of a written notice from one Party to the other, if the Service Provider's complaint handling process does not lead to a resolution.
- (6) If conciliatory negotiations do not lead to a resolution within 60 (sixty) days of the dispute arising, and the Client is dissatisfied with the outcome of the complaint handling, they may initiate further proceedings based on their legally protected rights:
- They may approach a patient rights' representative, whose contact information is provided in Annex 1 of this GTC.
- They may also turn to the conciliation board competent according to their place of residence or stay, whose internet address is: http://www.bekeltetes.hu. The website provides the conciliation board's headquarters, telephone and internet contact information, and mailing address.
- Furthermore, they can turn to the consumer protection authority of the district office competent according to their place of residence.

- They also stipulate the jurisdiction of the competent court for the adjudication of their disputes.