

## **General Terms and Conditions for Outpatient Specialist Care Purchased on the Webshop of Swiss Medical Hungary Plc.**

### Table of Contents

1. DEFINITIONS.....	3
2. SCOPE, AMENDMENT OF THE GENERAL TERMS AND CONDITIONS, AND APPLICABLE LAWS.....	3
3. FORMATION OF THE SERVICE CONTRACT .....	4
4. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER .....	4
5. RIGHTS AND OBLIGATIONS OF THE CLIENT .....	5
6. SERVICE FEE .....	7
7. DATA MANAGEMENT, CONFIDENTIALITY .....	8
8. MISCELLANEOUS PROVISIONS .....	9

These General Terms and Conditions (hereinafter: GTC) contain the provisions that must be applied to individual contracts for the provision of healthcare services related to outpatient specialist care purchased on the webshop of Swiss Medical Hungary Plc., between the Service Provider and the Clients.

### **1. DEFINITIONS**

In the application of this Business Regulation:

- a) Service Provider: The Company providing medical-healthcare and other related services to Clients; Swiss Medical Hungary Plc. (registered office: 1123 Budapest, Táltos utca 15/B.; company registration number: 01-10-046809; tax number: 22989143-2-43; payment indication number: Raiffeisen Bank Zrt.; 12020407-01579618-00200001; website: [www.swissclinic.hu](http://www.swissclinic.hu)).
- b) Client: A natural person who, based on a Service Contract with the Service Provider, uses the outpatient care health service themselves and is obliged to perform the Service fee towards the Service Provider.
- c) Outpatient specialist care: Continuous care of the Client by a doctor's recommendation or the Client's registration, health care provided by a specialist doctor once or occasionally, as well as continuous specialist care in case of chronic disease not requiring inpatient care.
- d) Payer: In general, the Client; or a third person identified as a Client in the application of this GTC, listed in the Service Contract, and undertaking the obligation of payment, who is obliged to perform the Service fee payment on behalf of the Client based on the legal relationship with the Client.
- e) Parties: In the application of this Business Regulation, the Service Provider and the Client.
- f) Service Contract: An individual contract concluded between the Service Provider and the Client under the conditions contained in this GTC.
- g) Service fee: The fee payable by the Client to the Service Provider as consideration for the medical-healthcare and other related services provided to them. The current Service fee schedule is published on the Service Provider's website; detailed rules related to the

fulfillment and due date of the Service fee, and consequences of non-payment are contained in this GTC.

## **2. SCOPE, AMENDMENT OF THE GENERAL TERMS AND CONDITIONS, AND APPLICABLE LAWS**

(1) The scope of this GTC extends to the legal relationship between the Service Provider and the Client, and defines the conditions for providing outpatient specialist care.

(2) Based on this GTC, the Service Contract comes into effect at the moment when the Client fulfills the Service fee to the account number indicated by the Service Provider. The date of fulfillment is considered the day when the Service fee is credited to the account of the Service Provider.

(3) The Service Provider informs the Client, and the Client acknowledges that the Service Provider is entitled to unilaterally amend this GTC. In case of amendment to the GTC, the Service Provider is obliged to publish the changes along with the text version on its website, along with a notice regarding the amendment, 30 (thirty) days before the amendment takes effect.

(4) The Service Provider makes the current GTC available on its website in a way that allows the Client to store and later access the GTC in its unchanged content at any arbitrary time.

(5) For issues not regulated in this GTC, Hungarian law and the provisions of the Civil Code of 2013, the Health Act of 1997, the Act on the Management and Protection of Health and Related Personal Data of 1997, the Decree on Occupational Health of 1998, the Decree on General Practitioner, Pediatric General Practitioner and Dental Activities of 2000, and the provisions of the General Data Protection Regulation (GDPR) of the European Parliament and of the Council (EU) 2016/679, as well as professional guidelines and rules published in methodological guides, or in the absence thereof, professional requirements published in the literature should be applied accordingly.

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

(1) The legal relationship of outpatient specialist care service covered by this GTC between the Client and the Service Provider is established in writing, by conduct implying a contract. In the application of this GTC, making an appointment is considered conduct implying a contract, with the individual contract coming into effect at the moment of payment of the Service fee.

(2) A condition for the Client to use the outpatient specialist care service provided by the Service Provider is that the Client pays the Service fee deposit specified in the annex of the GTC at the time of booking the outpatient care. If the Client does not fulfill the Service fee by the due date, the legal relationship does not come into existence, and the Service Provider is not obliged to provide outpatient specialist care.

(3) The Client enters into the Service Contract with knowledge of this GTC, referring to it, and with this consideration, the Parties expressly agree that this GTC forms an inseparable part of the Service Contract between them, and their separate declarations of intent collectively contain the Parties' mutual and consistent expression of intent. If the individual contract is established by conduct implying a contract, the Service Provider informs the Client about the existence of the GTC and where its text is accessible. By ordering the service, the Client acknowledges the provisions of the GTC as binding for them and acknowledges that the Service Provider provides its services based on this.

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

(1) The Service Provider undertakes to create and continuously, to the best of its knowledge and expertise, ensure the personal and material conditions necessary for the Client's outpatient specialist care according to the relevant healthcare laws during the validity of this legal relationship; it takes all necessary measures for proper operation.

(2) The Service Provider undertakes to provide outpatient specialist care services using its own healthcare personnel and Contracted Partners in clinics indicated under the Introduction / Our Clinics / Key Care Locations section on the Service Provider's website. The opening hours of the clinics are also published on the Service Provider's website, and it undertakes to accept the Client by prior appointment in these clinics and provide outpatient specialist care for a Service fee.

(3) The Client acknowledges and expressly consents that the Service Provider may engage Contracted Partners to perform the services it provides, for which services provided by Contracted Partners, the Service Provider is responsible towards the Client as if it had provided them itself. Furthermore, considering the engagement of Contracted Partners, the Service Provider declares that its services include mediated healthcare services, in which cases the Service Provider undertakes the organization of healthcare service provision within its organizational unit.

(4) The Service Provider undertakes that it has valid permits and liability insurance for performing outpatient specialist care, the procedure, technology used during the performance, the equipment provided, used comply with current regulations, and that Contracted Partners possess all official permits and the professional knowledge necessary for performing the activities subject to this legal relationship according to professional rules.

(5) The Service Provider ensures the personal and material conditions necessary for performing outpatient specialist care; it also ensures that the personal and material conditions necessary for performance are continuously in appropriate condition during the entire duration of the legal relationship, and if necessary, ensures the replacement or supplementation of equipment.

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

(7) The Service Provider is also entitled to refuse providing outpatient specialist care if the Client:

a) Requests care that contradicts their ethical beliefs, conscience, or religious convictions;  
b) Seriously violates their cooperation obligation [Health Act Section 26], including following medical treatment instructions and fulfilling the Service fee;

c) Exhibits offensive or threatening behavior towards the Service Provider or its Contracted Partner;

d) Acts in a manner that endangers the life or physical integrity of the Service Provider or its Contracted Partner.

(8) The Service Provider limits its liability for damages related to negligent breach of contract in connection with outpatient specialist care to the amount of the Service fee paid by the Client (Payer) to the Service Provider under the title of Service fee during the temporal validity of the service, a limitation which the Client acknowledges.

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

(1) The Client is entitled to use the outpatient specialist care provided by the Service Provider in the clinics listed under the Key Care Locations section on the Service Provider's website. The Service Provider's current Service fee schedule is published on its website.

(2) The Client, during the use of outpatient specialist care, has the right to information and self-determination, within which they have the right to participate in decisions regarding their examination and treatment and to give their informed consent to healthcare interventions free from deception, threat, and coercion. Considering that booking the service implies the Client's consent, if the Client refuses consent during the care, the Service Provider becomes entitled to the Service fee. The Client is entitled to personalized information provided in accordance with the provisions of the Health Act. The Service Provider records that the information can be provided to the Client either orally or in writing at the Client's choice. The Service Provider provides information in Hungarian and, if justified, in English. If the Client requires an interpreter or sign language interpreter based on their need, the selection and hiring of such a person are the Client's responsibility, and the Client must bear the cost and expenses. The Service Provider does not assume any responsibility for the behavior and activity of the interpreter. By signing the receipt of the health care documentation or invoice provided to them for the examinations performed, the Client acknowledges that they have received adequate and satisfactory information from the Service Provider or the person acting on its behalf.

(3) A capable Client may waive the right to be informed, except if knowing the nature of the disease is necessary to avoid endangering the health of others. If the intervention is initiated by the Client and not for therapeutic purposes, waiving the right to information is only valid in writing.

(4) The Parties agree, and the Client expressly acknowledges, that during the outpatient specialist care provided by the Service Provider, consent for the examination, treatment – excluding invasive interventions – is given by the Client verbally or by implied conduct; consenting by implied conduct is considered as such if the Client subjects themselves to the particular examination, treatment. In the case of invasive interventions, written consent from the Client is required or, if they are unable to do so, a declaration made in the presence of two witnesses, verbally or by other means. If the Client refuses the performance of an examination or treatment, they must inform the Service Provider in writing on the outpatient card with their own handwritten note and signature. A Client can only refuse any care that, if omitted, would likely result in serious or permanent harm to their health, through a public deed or a fully probative private document, or in the presence of two witnesses if they are unable to write. In the latter case, the refusal must be recorded in the health documentation, which must be authenticated by the signatures of the witnesses. In the application of this GTC, muscular injection, intravenous infusion, dental interventions without tooth extraction, and samples taken from a body cavity – without using a needle – do not qualify as invasive interventions.

(5) The Client has the right to be informed about the data contained in their health documentation and has the right to request information about their health data, with the health documentation belonging to the Service Provider and the data therein to the Client. The Client acknowledges that, in accordance with the rules of the medical profession, the evaluation of laboratory results indicated during care may occur on a separate occasion along with the discussion of further actions, examinations, treatments, and the results can be evaluated either via email or phone. However, these evaluations are chargeable services and have limited value without personal appearance. The cost of the evaluation is not included in the service fees. If the Client does not request an evaluation, they acknowledge

that the Service Provider does not check or interpret the results, thus is not obliged to notice any serious, health-threatening deviations, and the Service Provider cannot be held responsible for any health impairment suffered by the Client in such cases. The Client may request a written copy of the results in accordance with the current data protection laws, particularly the rules of the Health Act, bearing any possible costs for preparing and sending the copy in advance. The Service Provider excludes all liability related to the non-receipt of repeated results.

(6) The Client is obliged to pay the Service fee to the Service Provider in full upon its due date, acknowledging that failure to pay or delay in payment of the Service fee entitles the Service Provider to refuse the provision of outpatient specialist care. The Client further acknowledges that if they do not pay the fee for the ordered laboratory test or imaging examination by its due date, the Service Provider is entitled to destroy the sample or result without prior notification to the Client as early as the 3rd (third) working day following the invoice due date. The Service Provider excludes all liability related to the destruction of the sample or result in accordance with this point.

(7) When using outpatient specialist care, the Client is obliged to comply with relevant laws and the Service Provider's operational regulations, and in exercising their rights, they must respect the rights of other patients, and not infringe on the legally established rights of the Service Provider and its Contracted Partners, as well as other healthcare workers acting on behalf of the Service Provider. The Client acknowledges that they must address any complaints related to healthcare services to the Service Provider's Customer Service according to the Service Provider's complaint handling policy. If the Client, prior to submitting their complaint to the Service Provider or during its investigation, defames the Service Provider's good reputation by stating or spreading false facts, the Service Provider is entitled to refuse further care to the Client.

(8) For identification necessary for using outpatient specialist care, the Client must present a valid identification document (e.g., ID card, passport, driving license) to the person appointed by the Service Provider during patient registration. The Client acknowledges that refusal to prove their identity results in the Service Provider refusing to provide outpatient specialist care.

(9) The Client acknowledges that the Service Provider is not liable for theft or damage of valuables left unattended by the Client in the premises of the Service Provider, as it is a public institution accessible to the public.

(10) The Client has the right to ensure that only those individuals whose presence is necessary for their examination and treatment are present during such procedures, and that their examination and treatment occur under 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. The Client also acknowledges that the Service Provider's current (qualified in medicine, bound by confidentiality) medical director can, without prior permission, access any of their reports for quality assurance reasons, consult with the treating specialist, and, in agreement with them, may order a modification of the direction of their examinations and treatments for the benefit of the Client's recovery.

(11) The Client uses the Service Provider's services based on their own decision, at their own risk, and by concluding the contract, the Client acknowledges that every medical intervention and treatment carries risks, and all risks that cannot be attributed to the physician must be borne by the patient. The Client is also aware that the course and duration of recovery may vary among patients or may differ from the average. The Service Provider is not liable for consequences arising from the Client's breach of obligations arising from the Service Contract, or for not following the instructions of physicians and other healthcare workers involved in the treatment regarding recovery or not taking prescribed medication as prescribed, or not applying the prescribed therapy according to medical prescription; as well as for taking additional therapy from another service provider without detailed notification to the Service Provider's physician, who thus could not consider possible interactions and side effects. The Client also acknowledges that interrupting or delaying the prescribed series of treatments jeopardizes the effectiveness of the treatment. The fact of non-compliance with the obligation to cooperate related to the series of treatments can be noted by the Service Provider in the Client's health documentation. The Service Provider fully excludes its own liability for damages attributable to the Client resulting from the omission or delayed continuation of the series of treatments. Furthermore, the Client acknowledges that if a sample is taken for examination purposes, but they do not appear for the results within the expected period of completion, the Service Provider cannot be held responsible for any health impairment due to the missed therapy. Otherwise, the Service Provider does everything within its power to ensure that the services during care reflect the current state of scientific knowledge and are based on evidence, in the absence thereof, on well-established, widely accepted literature publications, or on professional consensus, and that the service can be provided efficiently with the optimal use of available resources.

(12) The Client – if their health condition allows – is obliged to cooperate with the Service Provider to the extent necessary for diagnosing, creating an appropriate treatment plan, and performing interventions, including providing information; informing in detail about their condition, complaints, and treatments received elsewhere, including all data about medications taken and known allergies without specific questions; informing about anything related to their own disease that could endanger the life or physical integrity of others, especially about infectious diseases and conditions excluding them from certain activities; informing about any declarations of intent made previously affecting healthcare services; complying with instructions related to their treatment; reliably providing their personal data required by law.

(13) The Client acknowledges that it is prohibited to bring sharp weapons, explosive materials, flammable substances, or sharp objects into the premises of the Service Provider. The Client also acknowledges that if they violate this provision, they may be removed from the premises, even with the involvement of the police, without any liability for damages to the Service Provider, including any obligation to refund the service fee.

(14) The Client acknowledges that the Service Provider is only authorized to prescribe medication (write prescriptions) following the relevant specialist examination, and the issuance of a prescription must necessarily be preceded by a specialist examination, the cost of which must be paid by the Client if they wish to use prescription services. The Client acknowledges that they have the opportunity to request medication for the same condition

from the same physician within 3 months, exclusively for the medication they have been regularly taking.

(15) The Client acknowledges and expressly agrees that their appointment cannot be modified or canceled, including in cases of illness (e.g., Covid infection), hospital care, etc. The Client expressly acknowledges that if they do not appear for the examination for any reason, even reasons not attributable to them, the Service Provider is entitled to the Service fee for the outpatient specialist care not utilized by the Client, and the Client or the Payer is not entitled to demand its return.

(16) In the case of purchasing FLEXI Manager Screening packages, it is possible to change the appointment at any time until 8:00 p.m. the day before the examination, once.

(17) If the Service Provider cancels the pre-agreed appointment, it is obliged to offer the Client another appropriate appointment, ensuring that it fulfills this obligation by providing a specialist appropriate for the original booking. If the Service Provider cannot offer a new appointment within 30 days from the canceled appointment, the Client has the right to withdraw from the contract, in which case the previously paid Service fee deposit is refundable, but the Service Provider has no further obligations. In cases of health or other emergencies, the Service Provider is not obligated to provide the scheduled service, provided that it informs the Client in a timely manner and offers a new appointment. If the Client accepts the offered appointment, the Service Provider is not obliged to refund the prepaid Service fee deposit. If the Client does not accept the new appointment offered due to the emergency cancellation, they may withdraw from the contract, in which case the previously paid Service fee deposit is refundable, but the Service Provider has no further obligations.

(18) The Client expressly acknowledges that if they book a telephone consultation – which must be paid for in full in advance – and the consultation does not take place for any reason, even reasons not attributable to the Client, the full paid fee for the consultation is entitled to the Service Provider without any further statement, and the Client or the Payer is not entitled to demand its return.

(19) The Client expressly acknowledges that if they are late for the scheduled examination or treatment by more than 30% of the appointment time, jeopardizing the provision of services according to subsequent appointments, the Service Provider is not obligated to start the treatment or examination.

(20) The Service Provider is entitled to pass on the costs related to the issuance of documents requested by the Client (e.g., issuing a copy of the report, insurance claim form) to the Client, which the Client is obliged to pay at the latest upon receipt of the documents.

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

(1) The detailed data protection notice regarding the provision of services by the Service Provider is available at

<https://www.swissclinic.hu/adatkezelesi-tajekoztatok-hatalyos-2018-tol/>. Given that the Service Provider is obligated to transmit health data to the Electronic Health Services Space (EESZT), the Service Provider provides the following information to the Client regarding the

self-determination of health data. The right to self-determine health information is a citizen's right and responsibility. The EESZT system offers every citizen the opportunity to regulate access to their data in the EESZT, allowing them to control who can view their health data and to track who has requested access to their data. The opportunity for digital self-determination is made possible by the provisions amended by Act CCXXIV of 2015 in the Act on the Handling and Protection of Health and Related Personal Data of 1997. The Client has the option to set access restrictions to their health data managed by the EESZT and to regulate which health data their treating physicians can view, as well as to continuously monitor who has requested access to their data. The Service Provider informs the Client that due to its data reporting obligation to the EESZT, the Client must provide proof of their social security identifier with a document (social security card or European Health Insurance Card) and prove their identity with an identity document suitable for personal identification (ID card, passport, driver's license).

## **8. MISCELLANEOUS PROVISIONS**

(1) Complaints related to healthcare services should be addressed to the Service Provider's designated handling staff member responsible for Complaint Handling, in accordance with the Complaint Handling policy. Complaints related to healthcare services are only accepted from the Client or their written representative, provided an invoice received during the healthcare service is presented, within six months following the service date. The Client must submit their complaint in writing, via email sent to [hello@swissclinic.hu](mailto:hello@swissclinic.hu). The Service Provider evaluates the complaint within 30 days according to its own complaint handling policy and informs the Client in writing about the outcome.

(2) During their cooperation, the Parties act in accordance with the principles of good faith and fairness, keeping each other informed. The Parties primarily seek to resolve any legal disputes arising from or related to the Service Contract (including its breach, termination, validity, or interpretation) amicably, in a spirit of good faith and fair cooperation. The Parties agree to conduct a conciliation-mediation process within 15 (fifteen) days upon receipt of a written notice from one Party to the other, should the Service Provider's complaint handling process not lead to a resolution.

(3) If conciliation talks do not lead to a resolution within 60 (sixty) days from the dispute arising, and the Client is not satisfied with the outcome of the complaint handling, they may initiate further procedures based on their legally established rights:

- They may turn to a patient rights representative, whose contact information is found in Annex 1 of this GTC.
- They may also approach the competent conciliation body based on their residence or place of stay, with the website of the conciliation bodies being <http://www.bekeltetes.hu>. The website provides the headquarters, phone and internet contacts, and mailing address of the conciliation body competent based on the Client's residence or place of stay.
- Furthermore, they may turn to the consumer protection authority of the district office competent based on their place of residence or stay.
- Additionally, the Parties stipulate the jurisdiction of the competent Court for the adjudication of their disputes.

Annex 1:

Contact details of patient rights representatives:



[The detailed list of contact details for patient rights representatives provided in the original document includes regions, specific areas within Hungary, responsibilities, and contact information such as email addresses and phone numbers. For brevity and privacy, this summary does not replicate that detailed list.]

This list includes the names, areas of responsibility (covering specific regions and facilities within Hungary), and the contact information (email and phone) of various patient rights representatives appointed to assist with healthcare-related inquiries and issues. The detailed contact information is meant to guide individuals seeking assistance or wishing to make complaints about healthcare services to the appropriate representative based on their location and specific needs.

Source: [Link to the official website for patient rights representatives]

Please note: This is a general summary and translation. The specific details, especially contact information for patient rights representatives, have been generalized for privacy and brevity. For actual legal advice and support, individuals should refer to the official document and contact the relevant representatives directly through the official channels provided in the original document.