

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

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These General Terms and Conditions (hereinafter: GTC) contain the provisions applicable to the individual contracts concluded between **Swiss Medical Hungary Zrt.** and its Customers for the provision of one-day surgical services.

1. *INTERPRETATIVE PROVISIONS*

For the purposes of these Terms and Conditions:

1. **Service Provider:** the Company providing one-day surgical and other related services to Customers; **Swiss Medical Hungary Zrt.** (registered office: 1123 Budapest, Táltos utca 15/B.; company registration number: 01-10-046809; tax number: 22989143-2-43; bank account number: Raiffeisen Bank Zrt.; 12020407-01579618- 00200001; website: www.swissclinic.hu), which provides one-day surgical services to Clients under a healthcare operating license.
2. **Client:** a private individual who, on the basis of a Service Agreement concluded with the Service Provider, uses outpatient healthcare services and is obliged to pay a service fee to the Service Provider.
3. **One-day surgery or one-day surgical service:** as listed in Annex 9 to Decree 9/1993. (IV. 2.) NM on certain issues of social security financing of specialized healthcare, with or without the use of anesthesiological procedures, whether performed in an inpatient specialized care unit or outside of it, during which the patient stays in the healthcare institution serving as the site of the procedure for less than 24 hours.
4. **Surgical pain relief:** the totality of pain relief medications and techniques used before (preemptive), during, and after a one-day surgical procedure, with the aim of reducing tissue trauma caused by the surgical procedure or pain arising as a complication of the procedure, as well as other side effects and complications. to increase the safety and effectiveness of acute pain management during the perioperative period, to ensure the physical and psychological well-being of the Client who has undergone surgery, and to improve their quality of life.
5. **Healthcare institution:** for the purposes of these GTC, based on the agreement concluded with the Service Provider, Szent Margit Rendelőintézet Nonprofit Korlátolt Felelősségű Társaság (registered office: 1032 Budapest, Vörösvári út 88-96.;

company registration number: 01-09-917657; tax number: 21813278-2-41) at 1032 Budapest, Vörösvári út 88-96. Budapest Capital Government Office Budapest III. District Public Health Institute 6176-3/2011 decision, Annex 12 (6176/2011-XII.) based on a one-day surgery operating license

6. **Fee payer:** in the basic case, the Customer; or a third party who qualifies as a Customer for the purposes of these GTC, is specified in the Service Agreement, and undertakes to pay the fee, who is obliged to pay the Service Fee on behalf of the Customer on the basis of their legal relationship with the Customer.
7. **Quotation:** an offer communicated in writing by the Service Provider to the Customer, including all fees and costs arising in connection with the given one-day surgical service, the acceptance of which by the Customer creates the Service Agreement between the Parties.
8. **Parties:** for the purposes of these Terms and Conditions, the Service Provider and the Customer.
1. **Service Agreement:** an individual agreement between the Service Provider and the Customer, concluded under the terms and conditions set out in these GTC, which comes into effect upon acceptance of the Quotation.
2. **Service Fee:** the fee payable by the Customer to the Service Provider as consideration for the one-day surgical and other related services provided to the Customer. The Service Provider shall publish the current Service Fees and the amount of the Service Fee payable at the time of booking on its website; detailed rules regarding the payment and due date of the Service Fee and the consequences of failure to pay the fee are set out in these GTC.
3. **Information:** information prepared by the Service Provider for its Customers and communicated to them in a verifiable manner, in accordance with Section 13(2) of Act CLIV of 1997 on Health Care, concerning individual one-day surgical procedures and the recommended and mandatory examinations preceding them; the possible benefits and risks of performing or not performing the recommended examinations and procedures; possible alternative procedures and methods; the process and expected outcome of the treatment, and the recommended actions and lifestyle changes following the procedure detailed, general information provided in writing by the Service Provider to the Clients, supplemented by personalized information provided to the Client.

SCOPE AND AMENDMENT OF THE GENERAL TERMS AND CONDITIONS AND RELEVANT LEGISLATION

1. These GTC cover the legal relationship between the Service Provider and the Client and set out the terms and conditions for the provision of one-day surgical services.
2. Based on these GTC, the Service Agreement shall enter into force at the time when the Customer accepts the Quotation and pays the Service Fee to the Service Provider.
3. The Service Provider informs the Customer, and the Customer acknowledges, that the Service Provider is entitled to unilaterally amend these GTC. In the event of an amendment to the GTC, the Service Provider shall publish the changes on its website 30 (thirty) days prior to the amendment taking effect, together with a notice to that effect.

4. The Service Provider shall make the currently effective GTC available to the Customer on its website in such a way that the Customer can store the GTC and retrieve it at any time in the future with unchanged content.
5. In matters not regulated in these GTC, Hungarian law and Act V of 2013 on the Civil Code, Act CLIV of 1997 on healthcare, Act XLVII of 1997 on the processing and protection of healthcare and related personal data, Decree 16/2002. (XII. 12.) ESzCsM on the professional conditions for one-day surgical and curative care, and the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (27 April 2016) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as the professional guidelines, rules published in methodological guidelines and, in the absence thereof, the professional requirements published in the professional literature shall be applied accordingly.

CONCLUSION OF THE SERVICE CONTRACT

1. The one-day surgical service relationship between the Client and the Service Provider, which is the subject of these GTC, is established upon acceptance of the Quotation. For the purposes of these GTC, booking an appointment for a one-day surgical procedure shall be deemed to constitute conduct implying acceptance, with the individual contract entering into force upon payment of the Service Fee.
2. The Customer concludes the Service Contract with reference to these GTC, In view of this, the Parties expressly agree that these GTC form an integral part of the Service Agreement concluded between them, and that the legal declarations of the Parties set out in separate documents (in particular the Information Sheets) together contain the mutual and unanimous expression of will of the Parties. By ordering the service, the Customer acknowledges that the provisions of the GTC are binding on them and acknowledges that the Service Provider provides its services on this basis.

RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider undertakes to create and maintain, to the best of its knowledge and expertise, the personal and material conditions specified in the relevant health care legislation, in particular in Decree 16/2002. (XII. 12.) ESzCsM on the professional conditions for one-day surgery and treatment-like care), and to ensure that these are continuously met to the best of its knowledge and expertise, with the involvement of the Healthcare Institution; it shall take all necessary measures to ensure proper operation.
2. The Service Provider undertakes to provide one-day surgical services using its own healthcare staff and Contracted Partners in a Healthcare Institution that meets the material conditions required for the provision of one-day surgical services. The Service Provider shall only accept the Customer at the Healthcare Institution on the basis of prior registration, following an examination, for the purpose of performing one-day surgical procedures, and shall provide one-day surgical services to the Customer in return for a service fee.

3. The Client acknowledges and expressly agrees that the Service Provider may use Contracted Partners to perform the services it provides, for whose services the Service Provider shall be liable to the Client as if it had performed them itself. In addition, with regard to the use of Contracted Partners, the Service Provider declares that its services also include mediated healthcare services, in which case the Service Provider undertakes to organize the provision of healthcare services within its own organizational unit.
4. The Service Provider undertakes to have a valid license and liability insurance for the performance of one-day surgical services, and that the procedures and technology used by it in the performance of such services, as well as the equipment provided and used by it for the performance of such services, comply in all respects with the applicable laws and regulations. Furthermore, the Contracted Partners shall have all the necessary official licenses and professional knowledge, and the Healthcare Institution shall have all the material conditions necessary for the professional performance of the activities that are the subject of this legal relationship.
5. The Service Provider shall ensure the personnel and material conditions necessary for the performance of the one-day surgical service, with the involvement of the Contracted Partners and the Healthcare Institution used by it; and shall also ensure that the personnel and material conditions necessary for performance are maintained in a suitable condition throughout the entire duration of the legal relationship and, if necessary, shall arrange for the replacement or replenishment of equipment.
6. The Service Provider shall perform its activities in accordance with the relevant professional and ethical rules, guidelines, protocols, and regulations, with the care expected of those involved in healthcare.
7. The Service Provider shall also be entitled to refuse to provide one-day surgical services if the care requested by the Client
 - the requested care is contrary to their moral beliefs, conscience, or religious convictions;
 - they seriously violate their obligation to cooperate [Section 26 of the Health Care Act], including, in particular, compliance with provisions relating to medical treatment and payment of service fees;
 - refuses to participate in preliminary examinations;
 - behaves in an offensive or threatening manner towards the Service Provider or its Contracted Partner;
 - behaves in a manner that endangers the life or physical integrity of the Service Provider or its Contracted Partner.

(8) If the Patient uses the one-day surgical service at the expense of their customer card, they expressly acknowledge that the services provided by the customer card do not cover cases where, during or after the one-day surgical care, complications related to the surgery occur that require the customer card user to receive hospital care for a longer period than planned (exceeding 36 hours), even at another institution, or to receive medical care that differs from what was planned.

(9) Within the scope of one-day surgical services, the Service Provider shall limit the amount of compensation for damages arising from a breach of contract due to negligence to the amount paid to the Service Provider by the Customer (the Payer) to the Service Provider during the term of the service, which limitation shall be acknowledged by the Client.

CLIENT'S RIGHTS AND OBLIGATIONS

1. The Customer is entitled to use the one-day surgical service provided by the Service Provider at the Healthcare Institution after prior consultation and the necessary examinations. The Service Provider publishes its current list of service fees for one-day surgical services and the necessary examinations on its website.
2. The Client acknowledges that the Service Provider may perform surgery as part of one-day surgical care if the Client:
 - is in good general health, has at most a mild systemic disease without functional impairment that does not require close post-operative monitoring; and
 - is not expected to require a blood transfusion due to blood loss during surgery, and is expected to experience minimal pain after surgery;
 - is self-sufficient in the case of adults, or has home care provided in the case of children; and declares, taking into account the legal provisions relating to the right to self-determination, that
- their living and hygiene conditions are adequate,
- a telephone is available at their place of residence,
- supervision and, if necessary, access to appropriate medical care is provided for the night following the surgery, both during transport home and at their place of residence,
- consents to the surgery being performed in the form of one-day surgical care.
1. When using one-day surgical services, the Client has the right to information and self-determination, within the framework of which they have the right to participate in decisions concerning their examination and treatment, and to give their informed consent to the medical intervention, free from deception, threats, and coercion.
2. Given that booking the service requires the Client's consent, and requires that the Client read the information sheet on the procedure they wish to undergo and undergo preliminary examinations, if the Client refuses to give their consent after the date of the one-day surgical procedure has been finalized, the Service Provider shall be entitled to the full Service Fee. If a privately insured Client does not cancel the surgery in time (before the date is finalized), does not show up on the day of the surgery, or shows up more than 30 minutes late, the Service Provider cannot claim the fee for the procedure from the insurer and therefore suffers a unilateral loss, which is the fee for the surgical hour in 2025, so the loss is HUF 450,000 per hour. In this case, the Service Provider will issue an invoice for HUF 450,000 to the Customer who has not acted appropriately, and until the Customer has paid the debt, they will not receive any further services from Swiss Medical Hungary Zrt. covered by their private insurance.
3. If a Patient with a customer card does not cancel the surgery in time (before the appointment is finalized), does not show up on the day of the surgery, or shows up more than 30 minutes late, the Service Provider shall be entitled to charge the surgical hour fee, which is HUF 450,000 in 2025, taking into account the organizational difficulties and the availability of the surgical team. In this case, the Service Provider will issue an invoice for HUF 450,000 to the Customer who has acted inappropriately, and until the Patient's debt is paid, the Customer will not receive any further services from Swiss Medical Hungary Zrt. charged to their customer card.

4. The Client is entitled to receive information tailored to their individual needs in accordance with the provisions of the Health Care Act. The Service Provider notes that it may provide the information to the Client either verbally or in writing, at its own discretion. The Service Provider shall provide the information in Hungarian or, where justified, in English. If, at the Customer's request, an interpreter or sign language interpreter is used to provide the information, the Customer shall be responsible for selecting and commissioning this person, and shall bear the fees and costs thereof. The Service Provider shall not be liable for the conduct and activities of the interpreter. By signing the consent form for the one-day surgical service, the Client acknowledges that they have received adequate and satisfactory information from the Service Provider or the person acting on its behalf.
5. A Client with legal capacity may waive the right to information, unless the nature of their illness must be known in order not to endanger the health of others. If the procedure is performed at the Client's initiative and for non-therapeutic purposes, the waiver of the right to information shall only be valid in writing.
6. The Parties agree, and the Client expressly acknowledges, that the one-day surgical service provided by the Service Provider requires the Client's written consent or, if the Client is unable to do so, the joint presence of two witnesses, verbal consent, or consent given in another manner.
7. The Client is entitled to access the data contained in their medical records and has the right to request information about their medical data, provided that the Service Provider has the medical records and the Client has the data contained therein. The Client may request a copy of the medical documentation in writing in accordance with the applicable data protection laws, in particular the rules of the Eüak. The Client shall bear any costs incurred in preparing and sending the copy in advance.
8. The Client acknowledges that, in accordance with the rules of the medical profession, they are required to undergo the preliminary examinations prescribed by the Service Provider prior to using the one-day surgical service. The fee for the preliminary examinations is not included in the service fee for the one-day surgical service and must be paid separately by the Client. In accordance with Section 4 (7) c), the Service Provider is entitled to refuse to provide the one-day surgical service if the Customer refuses to participate in the preliminary examinations and does not have medical documentation prepared by another healthcare provider that is no more than three months old (or, in the case of PCR tests suitable for screening for the new coronavirus, no more than 48 hours old, as specified in the applicable legislation) and is equivalent to or suitable for replacing the necessary examinations. The Service Provider informs the Customer that if the PCR test performed 48 hours prior to the one-day surgical service or the rapid antigen test performed on site is positive, the Service Provider will offer the Customer a new appointment after the quarantine period has expired, but will not refund the Service Fee.
9. The Customer is obliged to pay the Service Fee to the Service Provider in full when it is due, and in this regard, acknowledges that in the event of failure to pay or delay in paying the Service Fee, the Service Provider is entitled to refuse to provide the one-day surgical service. The Customer also acknowledges that if they fail to pay the fee for the laboratory test or imaging examination they have ordered when it is due, the Service Provider shall be entitled to destroy the sample or result without prior notice to the Customer, at the earliest on the 3rd (third) working day after the due

date of the invoice. The Service Provider excludes all liability in connection with the destruction of the sample or result in accordance with this point.

10. When using the one-day surgical service, the Client is obliged to respect the relevant laws, the operating rules of the Service Provider and the Healthcare Institution, and shall respect the rights of other patients when exercising their rights, and shall not violate the statutory rights of the Service Provider and its Contracted Partners, as well as other healthcare workers acting on behalf of the Service Provider. The Customer acknowledges that any patient complaints related to healthcare must be addressed to the Service Provider's Customer Service in accordance with the Service Provider's complaint handling policy. If, prior to submitting a patient complaint on any communication platform or in parallel with its investigation, the Customer makes false statements, spreads rumors, or misrepresents the facts in a way that damages the Service Provider's reputation, the Service Provider shall be entitled to refuse further care to the Customer.
11. In order to use the one-day surgical service, the Customer must present a valid identity document (e.g., ID card, passport, driver's license) to the person appointed by the Service Provider during patient admission. The Client acknowledges that if they refuse to provide proof of identity, the Service Provider will refuse to provide the one-day surgical service.
12. The Client acknowledges that no more than one accompanying person may be present during their examination and treatment, and acknowledges that their accompanying person may accompany them to the entrance of the operating room, but may not enter the operating room area, and that upon departure, the Client will be handed over to their accompanying person by the operating room staff at the entrance to the operating room. The Client acknowledges that the Service Provider's current medical director (a specialist physician bound by confidentiality) may, without prior permission, inspect any of the Client's findings for professional quality assurance purposes, consult with the specialist providing the care, and, in agreement with the specialist, order changes to the direction of the examinations and medical treatment in the interest of the Client's recovery.
13. The Client uses the Service Provider's services on the basis of their own individual decision, and by entering into the contract, the Client acknowledges that all medical interventions and treatments carry risks, and that any risks for which the doctor cannot be held responsible must be borne by the patient. The Client is also aware that the course and duration of recovery may vary from patient to patient or may differ from the average. The Service Provider shall not be liable for any consequences arising from the Customer's breach of its obligations under the Service Agreement or failure to comply with the instructions of doctors and other healthcare professionals regarding recovery or medical treatment, fails to take the prescribed medication or does not take it in accordance with the doctor's prescription, or does not apply the prescribed therapy in accordance with the doctor's prescription; and for using additional therapy from another provider in addition to the prescribed therapy and failing to inform the Service Provider's doctor in detail, who was therefore unable to assess the possibility of interactions and side effects. The Customer also acknowledges that if they interrupt or delay the prescribed course of treatment, they jeopardize the effectiveness of the treatment. The Service Provider may note any violation of the obligation to cooperate with the course of treatment in the Customer's medical records. The Service Provider excludes all liability for damages attributable

to the Client resulting from the failure to undergo or delay in undergoing the series of treatments. The Client also acknowledges that if any tissue is removed during the procedure and requires histological examination, all costs associated with the examination shall be borne by the Client. The Service Provider shall inform the Client of the results and any further examinations that may be necessary by e-mail. If the Customer does not attend the specified treatments, the Service Provider excludes all liability for any damage to health resulting from the missed therapy. Otherwise, the Service Provider shall do everything that can be expected of it to ensure that the care provided complies with the provisions of the law or other professional rules, in particular professional guidelines reflecting the current state of science and based on evidence, and, in the absence thereof, professional recommendations based on well-founded, widely accepted professional literature or professional consensus, and to ensure that its services can be provided in a professionally effective manner through the optimal use of available resources.

1. The Client shall, if their health condition allows, cooperate with the Service Provider to the best of their ability and knowledge as follows:
 - provide information to the extent necessary for the diagnosis, preparation of an appropriate treatment plan, and performance of interventions;
 - to provide detailed information about their condition, complaints, and past, current, and planned future treatments elsewhere, including all information about medications taken and allergies known to the patient, without being asked;
 - to provide information about anything related to their illness that may endanger the life or physical integrity of others, in particular infectious diseases and illnesses and conditions that preclude them from performing their job, and in particular to provide information about their infectious diseases, including, but not limited to, HIV, HBV, HCV, coronavirus, etc.;
 - to provide information about any legal declarations made by them previously that affect their healthcare;
 - to comply with the provisions received in connection with their medical treatment;
 - to credibly verify their personal data as required by law.
1. The Client acknowledges that it is prohibited to bring live firearms, explosives, flammable materials, or stabbing weapons into the Healthcare Facility. The Client also acknowledges that if they violate this rule, they may be removed from the Healthcare Facility, even with the assistance of the police, in which case the Service Provider shall not be liable for any damages, including the full or partial refund of the service fee. Littering and smoking are also prohibited in the Healthcare Facility, and the Customer may not behave in a threatening or abusive manner towards the Service Provider's employees. In the event of a breach of these provisions, the Service Provider shall be entitled to exclude the Customer from using the service, without any liability for damages.

6. SERVICE FEE

1. The Parties agree that the Customer shall pay the Service Provider a Service Fee in consideration for the one-day surgical service provided by the Service Provider. The Service Fee includes all costs incurred by the Service Provider in connection with the provision of the one-day surgical service, with the proviso that the Service Provider is entitled to charge for services provided after the procedure (e.g., follow-up

examination, dressing change, other examinations) in accordance with its fee schedule. The Client (or Fee Payer) shall pay the Service Fee in cash, by bank card or health insurance card against an invoice issued by the Service Provider in accordance with accounting regulations.

2. The Customer is expressly aware, and the contract is concluded with express knowledge of this fact, that the one-day surgical service performed by the Service Provider is not a health service financed by the state from the Health Insurance Fund, and the Customer is obliged to pay the Service Fee in full as a reimbursement fee, regardless of whether they are considered insured from a social security perspective.
3. The Service Provider is only obliged to provide the one-day surgical service if the Customer has paid the full Service Fee. The Service Provider may offer discounts on its fees to Clients, but discounts offered to Clients cannot be combined, i.e. the Client is entitled to use one discount when using the service.
4. The service fee is payable in cash, by credit card or health insurance card against an invoice issued by the Service Provider at the time of booking the one-day surgical service. If the Client (or the Fee Payer) fails to pay the treatment fee by the due date specified in the invoice, the Service Provider is entitled to refuse to provide the one-day surgical service to the Client. The Service Provider has no obligation to provide care and reserves the right not to give the Client an appointment for the next treatment.
5. The Parties agree that the schedule for payment of the Service Fee may be determined differently from the provisions of this chapter. In this case, the specific rules of performance shall be set out in the Service Agreement or a separate written agreement between the Parties, provided that in the event of any discrepancy between the provisions of these GTC and the Service Agreement or the written agreement between the Parties, the Parties shall, in view of its special nature, apply the rules set out in the Service Agreement or the written agreement between the Parties.
6. The Client acknowledges and expressly and irrevocably agrees that the appointment for the one-day surgical procedure – taking into account the organizational difficulties involved and the fact that a significant part of the fee is made up of the availability of the surgical team and the fee charged by the Healthcare Institution – cannot be changed or canceled. The Client expressly acknowledges that if, at the time of the one-day surgical procedure, they do not appear at the Healthcare Facility, even for reasons not attributable to them, the Service Provider shall be entitled, without further notice, to the Service Fee for the one-day surgical service not used by the Customer, and the Customer or the Fee Payer shall not be entitled to reclaim it. The Service Provider has expressly drawn the Customer's attention to the forfeiture clause contained in this section and has provided separate information regarding cancellation.
7. If the Service Provider cancels the pre-arranged appointment, it shall be obliged to offer the Customer another appointment that is suitable for them, provided that the Service Provider fulfills this obligation by providing a specialist in the field corresponding to the original booking. If the Service Provider is unable to offer a new appointment within 30 days of the canceled appointment, the Customer may withdraw from the Contract, in which case the Service Fee paid in advance shall be refunded, but the Service Provider shall have no further obligations. In the event of a

health or other emergency, the Service Provider shall not be obliged to provide the booked service, provided that it informs the Customer of the cancellation of the service within a reasonable time and offers a new appointment. If the Customer accepts the proposed date, the Service Provider shall not be obliged to refund the prepaid Service Fee. If the Customer does not accept the new date offered due to the cancellation caused by the emergency, they may withdraw from the contract, in which case the Service Fee paid in advance shall be refunded, but the Service Provider shall have no further obligations.

8. The Service Provider shall not be obliged to commence the one-day surgical procedure if the Customer arrives more than 30% late for the surgery and their treatment jeopardizes the treatment of subsequent patients in accordance with their appointments.
9. The Client acknowledges the Service Provider's information that they should not bring jewelry or valuable items with them to the one-day surgical procedure. A lockable cabinet is available at the Healthcare Facility where the Client may store their clothing and personal belongings, but the Service Provider shall not be liable for any theft or damage to valuables.
10. The Service Provider is entitled to refuse to perform the one-day surgical procedure if the Client violates the instructions contained in the Patient Information Leaflets or prescribed by their attending physician regarding the preparations, as a result of which the surgical anesthesia or the procedure itself cannot be performed safely. In this case, the Service Provider shall be entitled to the Service Fee for the one-day surgical service not used by the Client without any further notice, and the Client or the Fee Payer shall not be entitled to claim a refund.
11. The Service Provider shall be entitled to pass on to the Client the costs associated with the issuance of subsequent documents requested by the Client (e.g., subsequent issuance of findings, issuance of the insurer's so-called "clearform"), which costs the Client shall be obliged to pay at the latest upon receipt of the documents. translation costs) to the Client, which the Client shall pay no later than upon receipt of the documents.

7. DATA PROCESSING, CONFIDENTIALITY

1. The Service Provider's detailed data processing information regarding the provision of services is available at <https://swissclinic.hu/adatkezelesi-tajekoztato/>.
2. Given that the Service Provider is obliged to transfer health data to the Electronic Health Service Space (EESZT), the Service Provider provides the Client with the following information on the right to self-determination with regard to health data. Health self-determination is a citizen's right and responsibility. In order to protect personal data, the EESZT system allows all citizens to control access to their data stored in the EESZT. The possibility of digital self-determination is made possible by the provisions of Act XLVII of 1997 on the processing and protection of health and related personal data, as amended by Act CCXXIV of 2015. The Customer has the option to set access restrictions on the visibility of their health data managed by the EESZT, and within this framework, to regulate which of their health data can be viewed by their treating physician(s) and to continuously monitor who has requested access to their data. With careful settings, you can tailor the use of the system to your own needs, ensuring the protection of your data and control of access.

1. The Customer acknowledges the Service Provider's information that, due to the data reporting obligation related to the EESZT, the Customer must prove their social security identification number and identity with a document (social security card or European health insurance card) or a photo ID suitable for personal identification (ID card, passport, driver's license).

8. MISCELLANEOUS PROVISIONS

1. In the case of patient complaints related to healthcare services, the designated employee responsible for complaint handling shall act in accordance with the Complaint Handling Policy. Complaints regarding healthcare services will only be accepted by the Service Provider's Customer Service Department from the Customer or their authorized representative in writing, accompanied by the invoice received for the healthcare service, within six months of the date of the service giving rise to the complaint.

The Customer shall submit their complaint in writing by email to hello@swissclinic.hu. The Service Provider shall assess the complaint within 30 days in accordance with its own Complaint Handling Policy and notify the Customer of the outcome in writing. The Customer expressly acknowledges that the Service Provider may use artificial intelligence to handle complaints.

If the Customer does not accept the first response to the complaint, the Service Provider shall send a second response to the Customer within a further 30 days.

After the second response, the Service Provider shall not be obliged to further handle the Customer's complaint, but may, at its own discretion, continue the complaint handling procedure and offer compensation for an amicable settlement, but shall not be obliged to do so.

1. In their cooperation, the Parties shall act in accordance with the requirements of good faith and fairness, keeping each other mutually informed. Any legal dispute arising from or in connection with the Service Agreement (regarding its breach, termination, validity, or interpretation) shall be resolved by the Parties primarily through peaceful means, in a spirit of good faith and fair cooperation, through direct negotiations between them. In doing so, the Parties shall give preference to the amicable resolution of the legal dispute and agree that, following a written request by either Party to the other Party, they shall conduct a conciliation procedure within 15 (fifteen) days of receipt of the request, provided that the Service Provider's complaint handling procedure has not been successful.
2. If the conciliation negotiations do not lead to a result within 60 (sixty) days of the dispute arising, the Customer is dissatisfied with the outcome of the complaint handling and may initiate further proceedings based on their rights under the law.
 - The Customer may also contact a patient rights representative, whose contact details can be found in Appendix 1 to these GTC.
 - The Client may also contact the competent conciliation body at their place of residence or place of stay. The website of the conciliation bodies is: <http://www.bekeltetes.hu>. The website provides the location, telephone and internet

contact details, and postal address of the conciliation body at the place of residence or place of stay.

- You may also contact the consumer protection authority of the district office with jurisdiction over your place of residence.
- The Parties agree that the court with territorial jurisdiction shall have jurisdiction to adjudicate their disputes.

1. *Appendix*

Contact details for patient rights representatives:

Central Hungary region

Ildikó Bérczi

Budapest Districts IV and XIII

Honvéd Hospital, Nyírő Gyula Hospital, Károlyi Hospital

Pest County: Dunakeszi, Váci, Szobi districts

Phone: +36 20 489 9506

Sára Hóbor

Budapest XIX., XX., XXI., XXIII. districts

Pest County: Aszód, Gödöllő, Gyál, Szentendre, Vecsés districts

E-mail: sara.hobor@ijsz.bm.gov.hu

Phone: +36 30 379 8373

Ingrid Lengyel

Budapest Districts VIII, IX, XIV, XV, XVI

Several institutions, such as Uzsoki Street Hospital, National Institute of Mental Health and Neurology

Email: ingrid.lengyel@ijsz.bm.gov.hu

Phone: +36 20 489 9609

András Mina

Budapest V., VI., VII., XVII., XVIII. districts

Email: andras.mina@ijsz.bm.gov.hu

Phone: +36 20 489 9577

Dr. Anikó Gachál

Pál Heim National Pediatric Institute, Bethesda Children's Hospital, Szent János Hospital
pediatric care

Email: aniko.erhardtne@ijsz.bm.gov.hu

Phone: +36 20 489 9525

Dr. Julianna Munk

Budapest Districts I, II, III, XII

Szent Margit Hospital, National Institute of Rheumatology and Physiotherapy, Order of
Mercy, New Szent János Hospital

E-mail: julianna.munk@ijsz.bm.gov.hu

Phone: +36 20 489 9520

Western Transdanubia region

Dr. Roland Baranyai

Entire territory of Vas and Zala counties

Győr-Moson-Sopron county: Sopron district

Providing patient rights representation in the region

Dr. Emőke Borbély

Komárom-Esztergom County: Kisbér, Komárom, Oroszlány, Tatabánya, Tata districts

Győr-Moson-Sopron County: Csorna, Győr, Kapuvár, Mosonmagyaróvár, Pannonhalma, Tét
districts

Email: emoke.borbely@ijsz.bm.gov.hu

Phone: +36 20 489 9554

South Transdanubia region

Dr. Hajnalka Fehér

Entire Baranya County

Email: hajnalka.feher@ijsz.bm.gov.hu

Phone: +36 20 489 9533

Brigitta Kávási

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