Swiss Medical Hungary Zrt. Care regulations for its healthcare service product called Optimum Customer Card

These Terms and Conditions (hereinafter: Terms and Conditions) contain the provisions applicable to Swiss Medical Hungary Zrt.'s healthcare service product called Optimum Customer Card.

1. **INTERPRETATIVE PROVISIONS**

For the purposes of these Terms and Conditions:

1. Service Provider: the Company providing medical, healthcare 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. 12020407-01579618-00100004; website: www.swissclinic.hu). Contributor: a third party listed on the Service Provider's website who/which acts as a contributor to the Service Provider's activities on the basis of a legal relationship established with the Service Provider for the provision of medical and health services in accordance with Act LXXXIV of 2003 on certain issues relating to the performance of healthcare activities. The Contributor is only involved in providing care and ensuring the conditions for it, and is not authorized to make legal statements on behalf of the Service Provider that involve contractual obligations.
2. Customer: a private individual who uses the medical and health services provided by the Service Provider on the basis of a contract with the Fee Payer.
3. Fee Payer: a third party, sole trader, legal entity or business entity without legal personality (insurance company, health insurance fund, care provider, employer, etc.) who, based on their legal relationship with the Client, is obliged to pay the Service Fee on behalf of the Client.
4. Parties: for the purposes of these Terms and Conditions, the Service Provider and the Customer.
5. Service fee: the fee payable by the Customer to the Service Provider in consideration for the medical and health services provided. The fee is determined on the basis of an individual agreement between the Service Provider and the Fee Payer.

1. **DEFINITIONS**

In the legal relationship between the Parties, in connection with the medical and healthcare services provided by the Service Provider to the Customer,

the following terms shall have the meanings set out in these Terms and Conditions, and the terms defined in this chapter

may have a different (broader or narrower) meaning, it shall not apply to the care provided under these Regulations; for the purposes of these Regulations, the Parties shall understand the terms as defined in this chapter.

1. Outpatient surgery: surgical or other specialist treatments and procedures performed for therapeutic purposes without anesthesia, after which the patient can be discharged home immediately without professional supervision or observation, and which may be performed as outpatient care in accordance with the applicable laws and regulations and does not qualify as one-day surgical care.
2. Accident: a single, sudden external impact (mechanical, electrical, or chemical) on the human body, independent of the will of the Customer, resulting in injury, poisoning, or other physical damage, showing immediate clinical, anatomical, and functional signs of damage and requiring specialist medical care.
3. Illness: according to the current, generally accepted position of medical science, an abnormal physical or mental condition affecting the Client's health, which is not considered to be of accidental origin and shows objective symptoms.
4. Diagnostic examination: a medical examination performed to determine the cause of the Client's complaint, to clarify their condition, and to confirm the existence of a disease, which in itself is not intended to change the condition.
5. Dietary counseling: personalized nutritional and related lifestyle counseling provided by a suitably qualified professional.
6. Health documentation: all records, registers or any other form of data containing health and personal identification data, regardless of their medium, which have come to the attention of the Service Provider in connection with the examination and medical treatment of the Client. Health documentation must be kept in such a way that it accurately reflects the course of treatment. The medical records must include:

- the Client's personal identification data,
- medical history,
- examination results,
- the diagnosis and examination results on which the treatment plan is based,
- the date of the examinations,
- the name of the disease justifying the care, the time of the interventions performed and their results,
- medication and other therapies,
- data on the Client's hypersensitivity to medication,
- the name of the healthcare professional making the entry and the date of the entry.

The findings of each examination,

the recordings of diagnostic imaging procedures, and the Client's histological results must be retained as part of the medical documentation.

1. Pre-existing condition: a chronic or acute illness or health condition that existed in the Client prior to the conclusion of the contract.
2. One-day surgical procedure: a planned surgical procedure specified by law, which is justified and can be performed in accordance with medical opinion and professional rules, and after which the Client may leave the institution within 24 hours of admission, following observation.

3. Inpatient care: healthcare provided during the Client's continuous stay in hospital.
4. Home visit: medical care provided at the Client's home due to acute symptoms or sudden deterioration in health.
5. Outpatient care: one-time or occasional healthcare provided by a specialist at the Service Provider's outpatient care facilities.
6. Hospital: an institution in Hungary licensed by professional supervisory authorities to provide inpatient care, which is under constant medical supervision and control and has an appropriate institutional code. Sanatoriums, day hospitals, psychiatric institutions, rehabilitation institutions, spas, health resorts, mental hospitals, medical and nursing institutions, alcohol and drug rehabilitation institutions, hospices, nursing homes, institutions providing chronic inpatient care, geriatric institutions, social homes, or hospital departments providing the above types of services.
7. Laboratory testing: the examination of human tissue samples and biological products under laboratory conditions using physical, chemical, and biological methods to determine the composition, biological activity, and infectivity of the samples.
8. Limit: the upper service limit (limit for the service period) relating to the extent of the Service Provider's service obligation, above which the Service Provider is not obliged to provide the Customer with any further services in relation to the Customer's healthcare during the given service period with regard to the specified service types. The service limits applied, which are specified in individual contracts, may include restrictions on the number of services or the amount of coverage for the service period, which may apply to all or certain parts of the healthcare services.
9. Second opinion: a medical opinion prepared by the Service Provider's medical director or a specialist appointed by him/her, based on a medical question relating to the Customer's illness, with a high level of professional experience.
10. Medical director's review: the Service Provider has the unrestricted right to review any examination, treatment, or care ordered for the Client by the medical director acting on its behalf for professional quality assurance reasons, and to override the specialist's therapeutic recommendation if it deems it professionally unjustified, in which case the examination, treatment, or care in question shall be performed at the Service Provider's expense. treatment, and care ordered for the Client, and if he/she deems it professionally unjustified, he/she may refuse to provide the given examination, treatment, and care.
11. Screening test: any test aimed at actively searching for and identifying hidden diseases, pre-disease conditions, and risk factors predisposing to certain diseases at an early stage, preferably without symptoms, in order to protect the Client's health and improve their quality of life and life expectancy. Screening always refers to a one-time or periodic examination of individuals who are symptom-free and have no complaints.

Screening tests may be performed on a large segment of the population based on age, in connection with infectious diseases, and for certain chronic, non-infectious diseases, provided that all of the following conditions are met:

- the screened disease is common or has serious health consequences and can be detected by screening at a stage when there are no complaints,
- the screening test is expected to be effective and easy to perform,
- the conditions for effective therapy following screening are in place.

The elements of preventive screening may be used once per contract period, in combination. If, when organizing the screening, the Customer does not wish to use any of the elements of the examination, the unwanted elements may not be requested again for screening purposes during the given contract period.

SCOPE OF THE REGULATIONS AND RELEVANT LEGISLATION

1. The scope of these Regulations covers the healthcare relationship between the Service Provider and the Customer and sets out the conditions for the provision of medical and healthcare services.
2.
3. The Service Provider shall make its Rules, as amended from time to time, available to the Customer on its website.
4.
5. In matters not regulated by these Regulations, Hungarian law shall apply, in particular the relevant provisions of Act CLIV of 1997 on healthcare and Act XLVII of 1997 on the processing and protection of healthcare and related personal data.

ESTABLISHMENT OF THE LEGAL RELATIONSHIP

1. The legal relationship for medical and healthcare services covered by these Regulations is established by the Customer's booking of a healthcare service provided by the Service Provider.
2. The condition for the Client to use the medical and health services provided by the Service Provider is that the Fee Payer confirms the Client's eligibility. The Service Provider is entitled to verify the Client's eligibility for care at any stage of the care process, and if the Client is not eligible for the given service based on the information provided by the Fee Payer, the Service Provider is entitled to suspend or refuse care to the Client.
3. The Service Provider is only entitled to provide medical and health services if the Fee Payer undertakes to pay the full amount of the Service Fee on behalf of the Customer.
4. If the Service Provider suspends or refuses to provide care to the Client because the Client is not entitled to use the given service based on the information provided by the Fee Payer, the Service Provider excludes all liability in connection with the damage to the Client's health or the refusal to provide care, and by accepting these Rules, the Customer expressly waives their right to claim compensation from the Service Provider for any damage to their health or for the suspension or refusal of care due to their lack of eligibility for care.
5. The Client uses the care in full knowledge of these Rules, and in view of this, the Parties expressly agree that these Rules form an integral part of the legal relationship between them.

RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider undertakes to create the conditions necessary for the provision of medical and health services to the Customer under this legal relationship and to ensure these continuously, to the best of its knowledge and expertise; it shall take all necessary measures to ensure proper operation.

2. The Service Provider undertakes to provide medical and health services in its clinics with the assistance of its medical staff and Contributors. The Service Provider undertakes to receive the Customer in its above-mentioned clinics, based on prior appointment and after verifying the Customer's eligibility, and to provide medical and health services to the Customer.
3. The Service Provider shall provide the Customer with medical and healthcare services corresponding to the service package agreed between the Customer and the Fee Payer, up to the limit specified therein. In general, the Client is entitled to use the Service Provider's services in the event of illness, up to the limit specified in the service package agreed with the Fee Payer. If the service package agreed between the Customer and the Fee Payer also includes screening tests, the Service Provider undertakes to organize and perform these screening tests in accordance with the service package and the conditions specified in these Regulations. If the Customer's service package also includes inpatient care, the Service Provider also undertakes to provide inpatient care for the standard period recommended by the medical profession in the Service Provider's contracted partner hospitals, if justified by the Customer's state of health.
4. For all service packages, the Service Provider reserves the right to exercise its right of review by the medical director, applying professional quality assurance criteria, with regard to the necessity of any examinations, treatments, and care ordered for the Customer, based on the recommendations of the specialist physician, or to obtain a second opinion, and to decide on the necessity of the given examination, treatment, and care based on the information contained in these documents, and if it is professionally unjustified, to refuse to provide the given examination, treatment, and care. If, in the course of providing healthcare services, the specialist acting on behalf of the Service Provider orders further examinations, the Client may only undergo these at the time and place arranged by the Service Provider, provided that the Service Provider considers the specialist's order to be justified on professional grounds, based on the review of the medical director and/or a second opinion. If the Service Provider does not consider the Customer's request for care to be justified, it shall inform the Customer of the professional reasons for its decision by email or recorded telephone line within 5 (five) working days of the request for care being made.
5. The Customer acknowledges and expressly agrees that the Service Provider may use subcontractors to perform the services it provides, for whose services the Service Provider shall be liable to the Customer as if it had performed them itself.
6. The Service Provider undertakes to hold a valid license and liability insurance for the provision of medical and health services, and to ensure that the procedures, technologies, and the equipment provided and used by it for the performance of the service comply in all respects with the applicable laws and regulations, and that the subcontractors have all the official licenses and professional knowledge necessary for the flawless performance of the activity that is the subject of this legal relationship.
7. The Service Provider shall ensure the personnel and material conditions necessary for the performance of medical and health services; it shall also ensure that the personnel and material conditions necessary for performance are maintained in a suitable condition throughout the duration of the legal relationship and, if necessary, shall ensure the replacement or replenishment of equipment.

8. 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.
9. The Service Provider shall be entitled to suspend the provision of medical and health services or to terminate the legal relationship for the provision of care with immediate effect by means of a unilateral legal declaration if the Client:
    1. the care requested by the Customer is contrary to the moral convictions, conscience, or religious beliefs of the doctor acting on behalf of the Service Provider;
    2. the Customer seriously violates their obligation to cooperate (Section 26 of the Health Care Act), including, in particular, compliance with the provisions relating to medical treatment and payment of the service fee;
    3. exhibits offensive or threatening behavior towards the Service Provider or the cooperating party, unless such behavior is directly caused by the Client's illness;
    4. their behavior endangers the life or physical integrity of the Service Provider or the cooperating party;
    5. wishes to use the services provided by the Service Provider repeatedly and unreasonably, even though the Customer's state of health does not actually require medical care, or the treatment requested by the Customer is not professionally justified, thereby hindering or obstructing the Service Provider's activities.

10. The Customer acknowledges that it is prohibited to bring live firearms, explosives, flammable materials, or stabbing weapons into the Service Provider's offices. The Client also acknowledges that if they violate this rule, they may be removed from the clinic, even with the assistance of the police, in which case the Service Provider shall not be liable for any damages, including full or partial reimbursement of the service fee. Littering and smoking are also prohibited in the clinics, and the Customer may not behave in a threatening or abusive manner towards the Service Provider's staff. 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.
11. The Service Provider excludes all liability for any damage to health suffered by the Customer during the period of suspension or exclusion, or in connection with the refusal of care, taking into account that the Service Provider provided the opportunity to familiarize oneself with these Rules prior to using the service, and publishes its currently valid Rules on its website, which the Customer has the opportunity to read, thus expressly waiving their right to claim compensation from the Service Provider for any damage to health incurred during the period of suspension or for the refusal of care.
12. The Service Provider shall limit the amount of compensation for damages related to breach of contract due to negligence in the context of medical and health services to the amount paid by the Customer (Fee Payer) to the Service Provider as a service fee during the term of the service, taking into account Section 6:152 of the Civil Code. , which limitation the Customer acknowledges.

CUSTOMER RIGHTS AND OBLIGATIONS

1. The Customer is entitled to use the medical and health services included in their service package from the Service Provider at the Health Centers listed on the Service Provider's website under the "Our Clinics" menu item, up to the limit specified in their service package.
2. The Customer is also entitled to use services not included in their service package or exceeding the limit of their service package for a separate fee payable to the Service Provider, based on the partner discount rates specified in the Service Provider's current price list. The Service Provider publishes its current price list on its website. The detailed content of the service package available to the Customer is set out in the contract concluded between the Customer and the Fee Payer, which entitles the Customer to use the services provided by the Service Provider.
3. When using medical and health services, the Customer has the right to information and self-determination, which includes the right to participate in decisions concerning their examination and treatment, and to give their informed consent to medical intervention, free from deception, threats, and coercion.
4. A Client with legal capacity may waive their right to information, unless the nature of their illness must be known in order to avoid endangering the health of others.
5. The Parties agree, and the Client expressly acknowledges, that during the medical and health services provided by the Service Provider, the Client gives his or her consent to the given examination or treatment, not including invasive procedures, either verbally or by conduct; Implied consent is deemed to have been given if the Client undergoes the examination or treatment in question. In the case of invasive procedures, the Client's written consent or, if this is not possible, a statement made verbally or in another manner in the presence of two witnesses is required. If the Client refuses to undergo the examination or treatment, they are obliged to inform the Service Provider in writing by means of a handwritten and signed note on the outpatient record form documenting the patient examination. The Client may only refuse any treatment which, if not provided, would be likely to result in serious or permanent damage to his/her health, in a public document or in a private document with full probative force, or, if he/she is unable to write, in the presence of two witnesses. In the latter case, the refusal must be recorded in the medical documentation, which shall be authenticated by the signatures of the witnesses.
6. The Client has the right to access the data contained in their medical records and 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 provisions of the Data Management Information referred to in Chapter 7 shall apply to the provision of information.
7. When using medical and health services, the Client is obliged to comply with the relevant legislation and the Service Provider's operating rules, and when exercising their rights, they are obliged to respect the rights of other patients and may not violate the rights of the Service Provider and its contributors, or other healthcare workers acting on behalf of the Service Provider.
8. In order to use medical and healthcare services, the Client 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

outpatient specialist care.The Client acknowledges that the Service Provider shall not be liable for any theft or damage to valuables left unattended by the Client in the Service Provider's clinics, which are open to the public.

9. The Client has the right to have only those persons present during their examination and treatment whose participation is necessary for the provision of care, and to have their examination and treatment take place in circumstances where others cannot see or hear them without their consent. The Client acknowledges that no more than one accompanying person may be present during their examination and medical treatment.
10. The Client acknowledges that the Service Provider's current medical director (who is a qualified specialist and bound by confidentiality) may, without prior permission, inspect any of the Client's findings for professional quality assurance reasons in order to exercise the medical director's right of review, consult with the specialist providing the care, give or obtain a second opinion, and order changes to the direction of examinations and medical treatment.
11. The Client acknowledges that if they interrupt or delay the prescribed course of treatment, they may jeopardize the effectiveness of the treatment. The Service Provider shall note any breach of the obligation to cooperate with the series of treatments in the Client's medical records. The Service Provider shall not be liable for any damages attributable to the Client resulting from the failure to undergo or the delay in undergoing the series of treatments.
12. The Service Provider shall be exempt from its service obligation if it proves that the damage was caused unlawfully, intentionally or through gross negligence by the Client or a relative living in the same household.
13. In the event of the Service Provider's exemption, the Customer (or Fee Payer) shall not be entitled to any refund of the service fee. If the Customer fails to cancel their scheduled specialist examination in time (72 hours prior to the appointment), we will send them a warning on the first occasion, informing them that they have exhausted their one opportunity for the year and that on the next occasion they will either have to pay the full fee for the visit or will not receive any care in our system for one year. In the case of one-day surgical care, if the Customer does not cancel the surgery in time (before the appointment), does not show up on the day of the surgery, or shows up more than 30 minutes late, the Service Provider cannot claim the cost of the procedure from the insurance company and therefore suffers a unilateral loss, which is the cost of the surgical hour in 2024, 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 acted inappropriately, 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.
14. If the Customer considers that they need to consult a specialist with their complaint, they should do so as soon as possible. In cases requiring immediate care, call 112 or 104 for an ambulance, or 1830 for the central emergency service, or go immediately to the emergency room!
15. The Customer uses the Service Provider's services based on their own individual decision, and the Customer 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.

16. The Customer also acknowledges that if samples have been taken for the purpose of testing, but the results are not requested in the period following the sampling until the expected time of completion of the results, the Service Provider shall not be liable for any damage to health due to the delayed therapy. Otherwise, the Service Provider shall do everything that can be expected of it to ensure that the provisions of the law or other professional rules are applied during the provision of care, 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.
17. 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;
    - provide information in connection with their own illness about circumstances that may endanger the life or physical integrity of others, in particular infectious diseases and illnesses and conditions that preclude the performance of their occupation, and in particular they are obliged to provide information about their infectious diseases;
    - inform the Service Provider of any legal declarations made by them previously that affect their healthcare;
    - comply with the provisions received in connection with their medical treatment;
    - credibly verify their personal data as required by law.

EXCLUSIONS

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

- damage caused by the Customer to themselves through unlawful, intentional or grossly negligent conduct (even if the Customer caused it while in a disturbed state of mind);

- uprising, rebellion, riot, act of terrorism, war, act of war, hostile act by a foreign power, coup or attempted coup against the government, mutiny, civil war, revolution, demonstration, participation in marches, strikes, workplace disturbances, border disturbances;
- can be linked to the effects of nuclear energy or ionizing radiation;
- occur in connection with the Customer's state of intoxication (blood alcohol level reaching 0.8 per mille), consumption of intoxicating, narcotic or similar substances, or addiction due to regular use of toxic substances; or addiction treatment resulting from the treatment of these addictions;
- pregnancy care and the full range of examinations justified by the existence of pregnancy, including childbirth itself. All interventions related to pregnancy or childbirth, as well as the consequences of health damage occurring within one year after childbirth (except for outpatient care aimed at determining pregnancy), and the treatment of ectopic pregnancy;
- caused by the Customer driving a vehicle without a driver's license or other necessary official permit;
- medical care that is not intended to diagnose the Customer's illness, prevent the deterioration of their health, or restore their health, including cosmetic surgery;
- care related to rehabilitation, sanatorium treatment, spa treatment, or weight loss;
- care related to dialysis treatment; care for HIV and Hepatitis C patients;
- non-conventional procedures specified by law, including acupuncture and naturopathy
- sports activities involving high risk and using techniques and equipment different from those used in traditional sports;
- contraceptive services;
- pregnancy termination services (except for pregnancy terminations performed to preserve the health or save the life of the mother, or in cases of pregnancy termination resulting from a criminal offense);
- services related to the examination and treatment of infertility;
- services related to artificial insemination;
- transplantation;
- sterilization surgery and its consequences;
- sex reassignment surgery;
- vision correction surgery;
- hearing aids;
- examinations and treatments related to alcohol or drug use;
- care in a nursing home;
- medical or other health care that becomes necessary as a result of treatment carried out by a person who does not have a medical degree or operating license.
- If the Patient uses the one-day surgical service charged to 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 medical care other than that planned.
- Exclusion of coverage for cancer:

1. The purpose of the healthcare services provided by the Service Provider is to screen patients preventively, assess their general health, investigate their complaints, and care for and treat their illnesses.
2. The coverage provided by the Service Provider does not extend to the examination, treatment, care, monitoring, or follow-up care of cancer, including, but not limited to, malignant tumors, carcinomas, lymphomas, leukemia, melanoma, and all other malignant lesions.
3. Diagnostic, imaging, laboratory, oncological, surgical, or other therapeutic interventions directly related to cancer are excluded from coverage.
4. If cancer is suspected in a patient, the examinations and services included in the coverage may be used until a definitive diagnosis is made.
5. After a definitive diagnosis of cancer has been made, further examinations, treatments, and care related to cancer are excluded from coverage and can only be used at the patient's own expense.
6. In the event of suspected or diagnosed cancer, the Service Provider's staff will do everything in their power to ensure that the patient receives adequate information and, if necessary, is referred to the appropriate specialist care facility.

SERVICE FEE PAYABLE TO THE SERVICE PROVIDER

1. If the Customer uses a service that is not included in their contract package, the Customer shall pay a service fee to the Service Provider as consideration for the ad hoc treatments provided by the Service Provider. The service fee includes all costs incurred by the Service Provider in connection with medical, health, and other related services. The Client shall pay the service fee in cash or by bank card against an invoice issued by the Service Provider in accordance with accounting regulations.
2.
3. The Service Provider shall inform the Client of the fee for ad hoc treatments prior to the actual provision of the examination or treatment, and the Client shall be entitled to decide what examination or treatment to undergo, taking into account the treatment plan and the Service Provider's recommendations.
1. The Client shall pay the fees for high-value ad hoc treatments and procedures (e.g., one-day surgery, endoscopy, screening package) and the costs of inpatient care must be paid by the Customer in advance, prior to the procedure, by bank transfer or in cash or by bank card at the reception desk of the Service Provider's Health Centers. If the Customer fails to pay the fee for the specific treatment or the cost of inpatient care by the due date specified in the invoice, the Service Provider shall be entitled to refuse to provide the service.
1. The Customer may raise an objection to the Service Provider's invoice for the service fee within 8 (eight) days of receipt of the invoice, indicating any calculation, clerical or other errors, by sending an email to hello@swissclinic.hu. The Service Provider's customer service manager shall review the objection within 15 (fifteen) days. If the Customer does not exercise their right to raise an objection, it shall be deemed that they accept the Service Provider's invoice and the service fee amount contained therein. If the Service Provider accepts the Customer's objection, it shall amend the invoice accordingly. In all other respects, the Parties agree that the use of medical

and health services implies acceptance of the service fee for the given examination or treatment, taking into account that the Service Provider shall make this public.

2. The Client acknowledges that during the entire period of use of the service, they may cancel or modify the appointment for the medical examination or treatment, which was previously booked via the telephone customer service, free of charge by telephone up to 72 hours prior to the appointment. The Customer acknowledges and expressly and irrevocably consents to the Service Provider recording incoming calls to the telephone line used for booking appointments. The Customer also expressly acknowledges that if they fail to cancel or change an appointment as specified in this section and do not attend the medical examination or treatment, the Service Provider shall consider it to have been performed and shall be entitled to charge it to the limit included in the service package. The Service Provider reserves the right to refuse further care to the Customer if the Customer fails to attend at least three examinations or treatments without informing the Service Provider in accordance with this clause.
1. In the case of a scheduled examination or treatment, the Service Provider shall not be obliged to commence the treatment or examination if the Customer arrives more than 30% late for the required examination time and their treatment jeopardizes the treatment of subsequent patients according to their appointments. If the Client insists on receiving care despite being late, they shall be obliged to pay the full service fee even if they were only able to receive part of the care.

DATA PROCESSING, CONFIDENTIALITY

1. The Service Provider applies its Data Processing Policy, available at the link below, to the processing of personal and health data obtained in the course of providing services to Clients: https://swissclinic.hu/adatkezelesi-tajekoztato-2/
2. Given that the Service Provider is obliged to transfer health data to the Electronic Health Service Space (EESZT), the Service Provider provides the following information to the Customer regarding the right to self-determination with regard to health data. Healthcare 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 Client 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.
3. The Customer acknowledges the Service Provider's information that, due to the data reporting obligation related to 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).

MISCELLANEOUS PROVISIONS

1. Neither Party shall be liable, be in default, or be in breach of contract if the performance of its obligations is prevented by a force majeure event beyond the control of the Parties. In the event of force majeure, the affected Party shall immediately notify the other Party and, if reasonably possible, do everything in its power to continue to fulfill its obligations.
2. In their cooperation, the Parties shall act in accordance with the requirements of good faith and fairness, keeping each other mutually informed. The Parties shall seek to resolve any legal disputes primarily by peaceful means, in a spirit of good faith and fair cooperation, through direct negotiations with each other. In doing so, the Parties shall give preference to the amicable settlement of the legal dispute and agree that, following a written request from either Party to the other, they shall conduct a conciliation and mediation procedure within 15 (fifteen) days of receipt of the request.
3. In the case of patient complaints related to healthcare services, the designated complaint handling officer shall act in accordance with the Complaint Handling Policy. The Service Provider's Customer Service Department shall only accept complaints relating to healthcare services from the Customer or their authorized representative in writing, upon presentation of the invoice (or the Fee Payer's certificate) received when using the healthcare service, within six months of the date of the service giving rise to the complaint. The Customer must submit their complaint in writing by email to hello@swissclinic.hu. The Service Provider will assess the complaint within 30 days in accordance with its own Complaints Handling Policy and notify the Customer of the outcome in writing. 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. The Customer expressly acknowledges that the Service Provider may use artificial intelligence to handle complaints.
4. If the complaint handling or conciliation negotiations do not lead to a result within 60 (sixty) days of the dispute arising, or if the Customer is dissatisfied with the outcome of the complaint handling, the Customer may initiate further proceedings based on their rights under the law:
    - they may contact a patient rights representative, whose contact details can be found on the website https://www.ijsz.hu/kepviselok1.html,
    - they may also contact the competent conciliation body at their place of residence or 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 for your place of residence or stay.
    - You can also contact the consumer protection authority of the district office responsible for your place of residence,
    - or you can contact the competent court.