

Swiss Medical Hungary Zrt. Occupational Health Services GENERAL TERMS AND CONDITIONS for contracts concluded online

These General Terms and Conditions (hereinafter: GTC) contain the provisions applicable to the Individual Contracts concluded between the Service Provider and the Customers on the website operated by the Service Provider in relation to the occupational health services provided by **Swiss Medical Hungary Zrt.**

INTERPRETATIVE PROVISIONS

For the purposes of these Terms and Conditions:

1. **Service Provider:** the Company providing occupational health and other related services to the Customer's Employees; **Swiss Medical Hungary Zrt.** (registered office: 1123 Budapest, Táltos utca 15/B.; company registration number: 01-10-046809; tax number: 22989143-2-43; website: www.swissclinic.hu).
2. **Occupational health services:** primarily preventive services whose task is to identify and continuously monitor physical, mental, and psychological stressors in the workplace, as well as physical, chemical, biological, psychosocial, and ergonomic factors in the work environment; making recommendations on methods for maintaining these factors at levels that are not harmful to health; adapting work to the abilities of employees in accordance with their physical, mental, and psychological health; monitoring the health of employees in relation to their work; in the event of a supplementary agreement between the Parties to this effect, this shall include occupational health examinations.
3. **Client:** an individual entrepreneur, legal entity, or business organization without legal personality who/which uses the Occupational Health Service for its Employees on the basis of an Individual Contract concluded with the Service Provider via the Internet and is obliged to pay a service fee to the Service Provider.
4. **Employee:** a private individual who is a member of the Client's workforce or, in the case of a preliminary aptitude test, is about to enter into an employment relationship with the Client and is actually using the Occupational Health Service in part.
5. **Contracted Partner:** a third party listed on the Service Provider's website who qualifies as a Service Provider under these GTC and who, on the basis of a legal relationship established with the Service Provider for the provision of occupational health services, and acts as a person cooperating in the activities of the Service Provider on the basis of a legal relationship aimed at performing healthcare activities in accordance with Act LXXXIV of 2003 on certain issues of healthcare activities. The Contracted Partner is involved exclusively in the provision of care and the fulfillment of its conditions, and is not authorized to make legal statements on behalf of the Service Provider that affect contractual obligations.
6. **Parties:** for the purposes of these Terms and Conditions, the Service Provider and the Customer.
7. **Individual Contract:** a contract concluded between the Service Provider and the Customer under the terms and conditions set out in these GTC, on the internet platform operated by the Service Provider. The Customer's data, the individual terms and conditions applicable to the Customer – such as the number of Employees

affected by the service, their job titles, the service period – and other provisions are contained in the Individual Contract.

8. **Service fee:** the fee payable by the Customer to the Service Provider as consideration for the occupational health services provided to the Employees.

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

1. The scope of these GTC covers the legal relationship between the Service Provider and the Client established on the internet platform operated by the Service Provider, and defines the terms and conditions of the Occupational Health Services provided to the Client and its Employees.
2. Based on these GTC, the Individual Contract shall enter into force at the time when the Customer pays the Service Fee to the Service Provider via the online payment platform.
3. When concluding the contract, the Service Provider shall inform the Customer of the text of the GTC, its availability, and shall also enable its download. The Customer shall conclude the Individual Contract with reference to the GTC in force at the time. The conclusion of the Individual Contract is conditional upon the Customer expressly accepting the provisions of the GTC in force at the time of concluding the contract and the Service Provider's Data Management Policy by referring to them when concluding the contract on the internet platform. By accepting the GTC and the Data Management Policy, the Customer acknowledges that they are binding on them and acknowledges that the Service Provider provides its services on this basis.
4. 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.
5. The Service Provider shall make the GTC in force at the time of conclusion of the contract available to the Customer in such a way that the Customer can download the GTC, and shall publish it on its website in such a way that it can be retrieved at any time thereafter with unchanged content. During the contract conclusion process, the Customer is obliged to familiarize themselves with the provisions of the GTC in force at the time of contract conclusion and may not invoke a lack of knowledge of the contractual terms and conditions after the contract has been concluded.
6. In matters not regulated in these GTC, Hungarian law and Act V of 2013 on the Civil Code, Act CLIV of 1997 on Health Care (hereinafter: Eütv.), Act XCIII of 1993 on Occupational Safety, Government Decree 89/1995. (VII. 14.) on Occupational Health Services, Government Decree 27/1995. (VII. 25.) NM on occupational health services, Decree 33/1998. (VI. 24.) NM Decree on medical examinations and opinions on occupational, professional, and personal hygiene suitability, Act CXII of 2011 on the right to self-determination in information and freedom of information, and Regulation (EU) 2016/679 of the European Parliament and of the Council (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, and repealing Directive 95/46/EC (hereinafter: Regulation) shall be applied accordingly.

CONCLUSION OF THE INDIVIDUAL CONTRACT

1. The legal relationship between the Customer and the Service Provider for the provision of occupational health services, which is the subject of these GTC, is established by conduct implying the conclusion of an Individual Contract. For the purposes of these GTC, conduct implying the conclusion of a contract shall be deemed to be the acceptance of the provisions of these GTC by the Customer after providing the data necessary for the conclusion of the contract, with the proviso that the Individual Contract shall enter into force at the moment of payment of the Service Fee.
2. The condition for the Customer to use the Occupational Health Services provided by the Service Provider is that the Customer pays the Service Fee calculated during the conclusion of the contract, which is based on the number of Employees to be examined as previously indicated by the Customer and the nature of the examinations assigned to their positions. . If the Customer fails to pay the Service Fee when due, the legal relationship shall not be established and the Service Provider shall not be obliged to provide Occupational Health Services.
3. The Customer concludes the Individual Contract with reference to these GTC, having taken note of them, In view of this, the Parties expressly agree that these GTC form an integral part of the Individual Contract concluded between them, and the legal declarations made by the Parties in a separate document containing references thereto collectively contain the mutual and unanimous expression of will of the Parties.
4. The mandatory content of the Individual Contract – to be communicated by the Customer – shall include:
 - a. the Client's company details (company name, registered office, postal address, tax number, registration number) and the e-mail address to which it wishes to receive electronic invoices, as well as the name, telephone number and e-mail address of its contractual contact person;
 - b. the list and details of Employees using the Occupational Health Service (name, place and date of birth; social security identification number; classification into occupational health categories based on the identification number according to the Standard Classification of Occupations); the name and contact details of the contact person.

RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider undertakes to create the conditions necessary for the provision of occupational health services under this legal relationship and to ensure them continuously, to the best of its knowledge and expertise; it shall take all necessary measures to ensure flawless operation.
2. The Service Provider undertakes to provide occupational health services using its own medical staff and Contracted Partners at the service locations indicated on its website. The Client shall provide information on the use of the service to its Employees in the manner customary in the locality. The Service Provider undertakes to receive the Customer's Employees at the service locations and to provide occupational health services to them.

3. The Client acknowledges and expressly agrees that the Service Provider may use Contracted Partners to perform the Occupational Health Services it provides, for whose services the Service Provider shall be liable to the Client as if it had performed them itself.
4. The Service Provider shall ensure the material conditions necessary for the performance of occupational health services; it 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 ensure the replacement or replenishment of equipment.
5. The Service Provider undertakes to have a valid license and liability insurance for the provision of occupational health services, and to ensure that the procedures, technologies, and the equipment provided and used by it for performance shall comply in all respects with the applicable laws and regulations, and the Contracted Partners shall have all the official licenses and professional knowledge necessary for the flawless performance of the activities that are the subject of this legal relationship.
6. The Service Provider shall perform preliminary and periodic job suitability assessments of Employees for the specified job, in accordance with the service content assigned to the FEOR codes selected by the Client, based on its current Service Fee Schedule, in exchange for the fees specified therein.
7. The Service Provider may also perform the following services for a separate fee in accordance with its Service Fee Schedule and based on a separate agreement with the Client:
 - a. health suitability examinations required for the driver's licenses of non-professional driver Employees (including driver's licenses and boat licenses);
 1. laboratory diagnostic tests;
 2. chest screening (lung screening);
 3. specialist eye examinations related to working in front of a screen, in accordance with the provisions of Decree 50/1999. (XI. 3.) EüM;
 4. 5 and 10-panel drug tests and alcohol tests, the fee for which is adjusted to the circumstances and time of the test;
 5. occupational health examination

8. The Service Provider shall perform its activities in accordance with the relevant professional and ethical rules, guidelines, protocols, and regulations, with the utmost care expected from those involved in healthcare.

9. Within the scope of occupational health services, the Service Provider shall limit the amount of compensation for damages related to breach of contract due to negligence to the amount paid by the Client to the Service Provider as a service fee during the term of the service, in accordance with Section 6: 152 of the Civil Code, which limitation the Client acknowledges.

RIGHTS AND OBLIGATIONS OF THE CLIENT

1. The Client is entitled to the occupational health and other related services provided by the Service Provider as specified in Chapter 4 of these GTC in relation to its Employees at the Service location(s) in exchange for the Service Fee specified in the

Service Provider's current Service Fee Schedule for the duration of the Individual Contract. If the Individual Contract concluded with the Client also includes additional examinations (e.g., laboratory tests), the Service Provider shall only be obliged to communicate the results of the examination directly to the Employee in the event of abnormal findings.

2. The Client is entitled to book the services they wish to use on the online booking platform operated by the Service Provider; the date booked here cannot be changed at a later date. When booking, the Client is obliged to enter the Employees' data into the system and is responsible for the accuracy of the data. When using occupational health services, the Employee 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, or coercion. Given that booking the service requires the consent of the Client (or Employee), if the Employee refuses to consent to the examination during the provision of care, the Service Provider shall be entitled to the service fee. The Employee is entitled to receive information tailored to their individual needs, in accordance with the provisions of the Health Care Act, which the Service Provider shall provide in Hungarian. If, at the Employee's request, an interpreter or sign language interpreter is used to provide the information, the selection and commissioning of this person shall be the responsibility of the Client, and the Client shall bear the fees and costs thereof. The Service Provider shall not be liable for the conduct and activities of the interpreter. By accepting the medical documentation prepared for each examination performed, the Employee acknowledges that he/she has received the appropriate and satisfactory information requested from the Service Provider or the person acting on its behalf.
3. In order to use the occupational health service, the Employee must present a valid identity document (e.g., ID card, passport, driver's license) to the person appointed by the Service Provider during the patient admission process. The Client acknowledges that if the Employer fails to comply with its obligation to prove its identity, the Service Provider shall refuse to provide occupational health services. 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 institutions open to the public. 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 such circumstances that 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. The Client acknowledges that the Service Provider's current medical director (a specialist physician bound by confidentiality) may, without prior permission, inspect any of their 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 Employee's recovery.
4. The Client acknowledges that the Service Provider is only obliged to prescribe medication (write prescriptions) in life-threatening, emergency cases, and that the prescription must be preceded by a specialist medical examination. The Client acknowledges that they are not entitled to e-prescriptions.

5. If the Client fails to make an appointment for the Employee within the specified period, the Service Provider shall not be obliged to perform the missed examinations, and the Service Provider shall be entitled, without further notice, to the service fee for the unused service, and shall be considered in their accounts as if the Service Provider had performed it.
6. The Client expressly acknowledges that if its Employee fails to appear for the scheduled examination, the Service Provider shall be entitled, without any further statement, to the service fee for the unused service, and it shall be considered in their accounts as if the Service Provider had performed the service.
7. When using the Occupational Health Service, the Client is obliged to comply with the relevant legislation and the Service Provider's operating rules, and is obliged to draw the attention of its Employees to these.
8. The Client is entitled to increase the number of Employees during the fixed term of the Individual Contract. The Client may indicate its request for modification on the contract conclusion interface by entering the details of the new Employee. The modification shall take effect upon payment of the related Service Fee. In view of the fixed term of the Individual Contract, the Customer may initiate the modification no later than the 90th (ninety) days prior to the last day of the fixed term in order to ensure that the occupational health examination of the Employee added by the modification can be carried out during the remaining period of the fixed term.

SERVICE FEE

1. The Parties agree that the Client shall pay the Service Provider a Service Fee in consideration for the Occupational Health Services provided by the Service Provider. The Client shall pay the Service Fee by credit card at the time of concluding the contract. The Service Provider shall send an invoice for the Service Fee, in accordance with accounting regulations, to the email address provided by the Client.
2. The Service Fee paid upon conclusion of the contract is the consideration for the Occupational Health Services for the fixed term of the Individual Contract, which includes a preliminary and periodic job suitability assessment in accordance with the service content assigned to the FEOR codes selected by the Customer in accordance with the service content assigned to the FEOR codes selected by the Client.
3. The Service Provider shall publish the current fees for the Service and the Service Fee Schedule on its website and shall communicate them to the Client during the conclusion of the contract; the Client shall conclude the Individual Contract with knowledge of the 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 always due prior to the provision of the Occupational Health Service, and its payment is a condition for the Individual Contract to take effect and for the Service Provider to commence providing the Occupational Health Service.
5. The Client acknowledges and expressly and irrevocably agrees that, in view of the discounted fee, they may not modify or cancel their appointment. Within this framework, the appointment cannot be changed even with regard to the Employee using the service, therefore the Customer expressly and irrevocably acknowledges that they cannot initiate any changes to the booked appointment. The Client

expressly acknowledges that if the Employee fails to appear for the examination for any reason (even if not attributable to him/her), the Service Provider shall be entitled, without further notice, to the fee for the Occupational Health Service not used by the Client, and the Client shall not be entitled to reclaim it.

6. If the Service Provider cancels the pre-arranged appointment, it shall be obliged to offer the Client another appointment that is convenient for the Client, provided that the Service Provider fulfills this obligation by providing a specialist in the field corresponding to the original appointment. 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 by the Customer in proportion to the given examination shall be refunded, but the Service Provider shall have no further obligations. If the Customer accepts the offered date, the Service Provider shall not be obliged to refund the Service Fee paid in advance.
7. In the event of a scheduled examination or treatment, the Service Provider shall not be obliged to commence the treatment or examination if the Employee arrives more than 5 (five) minutes late and his or her treatment jeopardizes the treatment of the patients scheduled after him or her. If the Employee insists on receiving treatment despite being late, they shall be obliged to pay the full Service Fee even if they were only able to receive part of the treatment. The Client is obliged to expressly remind Employees to arrive on time for examinations.
8. The Service Provider is entitled to pass on to the Client the costs associated with issuing any subsequent documents requested by the Client (e.g., reissuing a fitness opinion), which the Client is obliged to pay at the latest upon receipt of the documents.

DATA PROCESSING, CONFIDENTIALITY

1. The Parties' legal relationship involves the processing of personal data in accordance with the Regulation, and in the course of providing occupational health services, each of the Parties is considered an independent data controller, and in the course of the Parties' legal relationship, the Client shall forward to the Service Provider the data necessary for the employers' occupational health examination. The Service Provider, as a data controller, is a healthcare provider within the meaning of Section 3(e) and (f) of the Health Care Act, which carries out occupational health and other healthcare activities, and is authorized and obliged to process data by separate legislation, beyond the legal relationship between the Parties.
2. In the present legal relationship, the Service Provider shall apply its Data Management Policy, available at the link below, which is in force at all times, with regard to the processing of personal and health data obtained in the course of providing care to Employees and the transfer of data:
<https://swissclinic.hu/adatkezelesi-tajekoztato-2/> The Customer accepts the Service Provider's Data Management Policy at the same time as concluding the Individual Contract.

TERM AND AMENDMENT OF THE INDIVIDUAL CONTRACT

1. The Parties agree that the Individual Contract shall be concluded for a fixed term of one year from the date of conclusion of the contract. The Individual Contract shall

terminate without any further action or legal declaration upon the expiry of the fixed term, unless the Parties, by their conduct, extend the Individual Contract for a further fixed term of one year before the expiry of the fixed term, simultaneously with the payment of the Service Fee for the following year. for a further fixed term of one year.

2. The Individual Contract may be amended in accordance with the provisions set out in these GTC under the Customer's rights, with regard to the number of Employees.

MISCELLANEOUS PROVISIONS

1. In the case of patient complaints related to healthcare services, the Service Provider's Customer Service will only accept complaints from the Customer within 30 days of the date of the service that is the subject of the complaint. The Customer is required to submit their complaint in writing by email to hello@swissclinic.hu. The Customer expressly acknowledges that the Service Provider may use artificial intelligence to handle complaints. The Service Provider shall assess the complaint within 30 days in accordance with its own complaint handling policy and notify the Customer in writing of the outcome. If the Customer does not accept the initial 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. If the Customer is dissatisfied with the outcome of the complaint handling, they may initiate further proceedings based on their rights under the law.
2. Neither Party shall be liable, be in default, or be in breach of contract if the performance of their obligations is prevented by a force majeure event beyond their control. In the event of a force majeure event, the affected Party shall immediately notify the other Party and, if reasonably possible, do everything in its power to continue to fulfill its obligations.
3. 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 Individual Agreement (in relation to its breach, termination, validity or interpretation) shall be resolved by the Parties primarily by 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 settlement of the legal dispute and agree that, following a written request by either Party to the other Party, they shall conduct a conciliation and mediation procedure within 15 (fifteen) days of receipt of the request.