

## GENERAL CONDITIONS OF CONTRACT

### PREAMBLE

Unless otherwise agreed in writing by the Parties, the present General Terms and Conditions of Contract (hereinafter referred to as "GTC") shall apply to the contracts for the provision of Health Care Services concluded between Wáberer Medical Center I€ as the Provider and the Client/Patient (hereinafter collectively referred to as "Parties") using the Services.

The present GTC shall generally govern all matters not expressly provided for in the Individual Price Proposal between the Service Provider and the Client/Patient and which, as such, form an integral part of the contract between the Parties.

By accepting the Individual Price Quote or by using the Service, the Client/Patient acknowledges that he/she has read, understood, taken note of and accepted the provisions of these GTC and accepts them as binding.

## A/GENERAL PROVISIONS

### I. CONCEPT - DEFINITIONS

For the purposes of these GTC and the use of the Services, the following terms shall have the following meanings.

1. Service Provider: Wáberer Medical Center I€orlátolt Felelősségű Társaság (registered office: 1055 Budapest, I€ossuth Lajos tér 18. 6. floor. 1/A.; premises: 1123 Budapest, Alkotás utca 55-61. 1st floor; company registration number: 01-09-338761, tax number: HU17783800);
2. Client/Patient: a person using the Health Service provided by the 5provider or the person receiving it.
3. Health Care Service (hereinafter referred to as the "Health Care Service" or "Service"): All health and other ancillary services provided by the Service Provider for the examination and treatment, care, nursing, medical rehabilitation, reduction of pain and suffering, and processing of the patient's medical records for the purpose of maintaining the health of the Client/Patient, preventing, detecting, diagnosing, treating, preventing life-threatening conditions, improving the condition of the patient following the onset of the condition or preventing further deterioration of the condition,

including activities relating to medicinal products, medical auxiliaries and medical care provided outside the scope of the law.

4. **Health care:** the range of Health care services as justified by the Client/Patient's health status.
5. **Out-patient specialised care:** one-off or occasional medical care provided by a specialist on the basis of a referral from a doctor or on the basis of an application from the patient, and in the case of a chronic illness not requiring in-patient care, ongoing specialist care.
6. **Inpatient - specialised care:** healthcare provided to a client/patient in an inpatient setting.
7. **Same-day surgical care:** the interventions listed in Annex 9 to Decree No 9/1993 (IV. 2 ) NM on certain issues of social security financing of specialised health care, where the Client/Patient requires a stay of less than 24 hours in the health institution where the intervention is performed.
8. **Individual quotation:** an offer made by the Service Provider to the Client/Patient, which includes all fees and charges incurred in connection with the provision of the Service and which, upon acceptance by the Client/Patient, constitutes the Service Contract between the Parties.
9. **Service Contract:** an agreement between the Service Provider and the Client/Patient, under the terms and conditions set out in these GTC, whereby the Service Provider undertakes to provide the Healthcare Service and which is concluded by accepting the Individual Price Offer in the case of inpatient and same-day surgical procedures, and by booking the time for the provision of the Service by way of an Inpatient Service.
10. **Health record:** any record, register or any other form of data, regardless of its medium or form, containing medical and personal data relating to the treatment of the Client/Patient, which comes to the knowledge of the Service Provider or a health care professional acting on its behalf in the course of the provision of the Health Care Service.
11. **Service Fee:** the fee paid by the Client/Patient for the use of the Service. The current fee schedule is published by the Service Provider on its website and in printed form at the Service Centre Reception. The detailed rules on the payment of the Service Fee and non-payment of the fee are set out in these GTC and in the individual Price Offer.
12. **Fee payer:** in principle, the Customer/Patient or a third person who is considered a Customer under these GTCs and who is liable to pay the fee and who is liable to pay the Service Fee on behalf of the Customer on the basis of his/her legal relationship with the Customer.

13. Location of the Service: the Service Provider is located on the 1st floor of the Hill Side Office Building at 55-61 Alkotás Street, 1123 Budapest (hereinafter referred to as the "I€Hospital").

## II. SCOPE AND AMENDMENT OF THE AASF, THE SERVICE THE CONTRACT WAS CONCLUDED

1. This GTC covers the relationship between the Service Provider and the Client/Patient and sets out the terms and conditions for the provision of the Healthcare Services by the Service Provider.

2. In the case of Outpatient Specialised Care under these GTC, the Service Contract will enter into force when the Client/Patient books an appointment with the Provider for Outpatient Specialised Care.

3. In the case of the provision of specialist care for secondary care under the General Terms and Conditions, a Service Contract is concluded between the Parties upon the acceptance of the Individual Price Offer by the Client/Patient, with the effective date of this Service Contract being the date of acceptance of the offer by the Client/Patient or the date of payment of the medical insurance fee (whichever is earlier).

4. The Parties expressly agree to enter into the Service Agreement in the light of these GTC and to consider it an integral part of the agreement between them.

5. By placing an order for a Health Service, the Client/Patient acknowledges the provisions of these GTC and that the Service Provider provides its Services on the basis of these GTC.

6. The Service Provider is entitled to unilaterally amend these GTC, but shall publish the fact of the amendment and the amended GTC on its website, which the Customer acknowledges. Any amendment to these GTC shall not affect any Service Agreements concluded between the Parties prior to the amendment.

7. The service provider shall make the current version of the GTC available to the Customer on its website.

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## III. THE RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider undertakes to provide the Client/Patient with health and other related Services in accordance with the applicable legislation, professional protocols, the Service Agreement concluded upon acceptance of the Individual Price Proposal and its annexes, and the terms and conditions set out in these GTC.

2. The Service Provider declares that it has all the necessary licences and professional knowledge required for the provision of the Service, that it has the necessary material and personal conditions for the provision of the Service as defined in the applicable legislation and that it has general professional liability insurance for its activities.
3. The Service Provider shall provide all Services in accordance with the quality and professional criteria applicable to its activities, in compliance with the legislation, professional protocols and Hungarian standards of care in force at the time.
4. The Service Provider shall always act with the utmost care and diligence in its activities, taking into account the interests of the Client/Patient.
5. The Service Provider provides the services currently available on its website ([www.wmc.hu](http://www.wmc.hu)) during normal opening hours, for the Service Fee set out therein. The prices indicated on the website for elective and same-day surgical procedures are indicative and in each case an individual quotation will be made based on the specific characteristics of the elective or same-day surgical procedure.
6. All the Services provided by the Provider are treated completely independently of social security services, and no link, either financial or in terms of benefits, exists with social security provisions and capacities in the provision of the Health Service, and cannot be established at the time of the use of the Service or subsequently.
7. The Service Provider shall provide the Services using its own medical staff and cosmeticians, for whose activities the Service Provider shall be liable as if it had performed them itself.
8. The Service Provider will receive and provide the Client/Patient with Health Care Services only on the basis of prior registration.

#### **IV. CLIENT/PATIENT RIGHTS AND OBLIGATIONS**

1. The Client/Patient declares that he/she will use the Health Service provided by the Service Provider on the basis of prior registration, under the guarantee of his/her right to free choice. The Provider undertakes to respect the human dignity of the Client/Patient during the provision of the Service.
2. To identify the Client/Patient, a valid proof of identity (identity card, passport, driving licence) must be presented to the person authorised by the Service Provider during the patient's admission to the health service. In case of refusal to do so, the Service Provider may refuse to provide the Service.
3. The Client/Patient has the right to exercise his/her right of self-determination, which may be limited only in cases specified by law. Within the framework of the right of access, he/she has the right to

to participate in decisions concerning his or her examination and treatment and to give informed consent to medical interventions free from deception, threats or coercion.

4. The Client/Patient has the right to receive full and detailed information on his/her state of health in an individualised form, its medical opinion, proposed examinations and interventions, the possible advantages or disadvantages of having or not having them, the planned time of the intervention or examination and any related conditions, and the right to ask further questions. In exercising the right to information, the Client/Patient shall be entitled to have the services of an interpreter or sign language interpreter. The Service Provider shall not be liable for the choice and the activities of the interpreter delegated by the Client/Patient, and the Client/Patient shall bear all fees and costs of such interpreter. The Client/Patient acknowledges, by signing the consent form for the provision of the elective surgery and the same-day surgery or, if unable to do so, by giving oral or other consent in the presence of two witnesses, that he/she has received full information on the service to be provided from the Service Provider or the person acting on his/her behalf and that all questions raised have been answered to his/her satisfaction.

5. The Client/Patient may waive the right to receive the information in accordance with the applicable law, unless he/she needs to know the nature of his/her illness in order not to endanger the health of others.

6. The Client/Patient has the right to withdraw his/her consent to the examination or treatment at any time, however, in case of withdrawal of consent without a valid reason, the Service Provider shall be liable to reimburse the costs incurred. In case of refusal of treatment, the Service Provider shall not be liable for the deterioration of the Client/Patient's condition.

7. The client/patient is entitled to request additional examinations in addition to the previously booked examination/treatment/intervention, the fee for which will be reimbursed at the time of departure, regardless of the form of payment of the fee for the previously booked examination/treatment/intervention.

8. The Client/Patient has the right to know the data contained in the Medical Record, the right to consult it and to request a copy of it, on the understanding that the Service Provider holds the Medical Record and the Client/Patient holds the data contained therein.

S. The Client/Patient, while respecting the rights of his/her fellow patients and ensuring the continuity of patient care, has the right to communicate with other persons, either orally or in writing, to receive visitors and to exclude certain persons from such communication.

excluded, taking into account the measures taken by the authorities and institutions. These rules are set out in detail in the Service Provider's house rules, which are available at the Service Provider's reception desk and in all wards.

10. The Client/Patient has the right to leave the Hospital, provided that he/she does not endanger the health and physical safety of others and does not have a medical dependency.

11. When using the Service, the Client/Patient is obliged to respect the applicable laws and the Service Provider's rules of conduct, house rules and the rights of other patients.

12. The Client/Patient is obliged to cooperate with the Service Provider according to his/her abilities and knowledge, as far as his/her health condition allows. In this context:

a) to provide them with the information necessary to establish their medical condition, to prepare an appropriate treatment plan and to carry out interventions, including any previous illness, treatment, use of medicines or medicinal products, and any risk factors for health problems,

b) to inform them, in relation to their own illness, of any illness which may endanger the life or physical integrity of others, including communicable diseases and occupational diseases and conditions,

c) in the case of a communicable disease covered by a decree of the Minister responsible for health (hereinafter "the Minister"), to name the persons from whom or to whom he or she may have contracted or been contracted the communicable disease,

d) inform them of any previous legal statements he or she has made concerning health care,

e) comply with the instructions they have received in relation to their treatment, and respect the rules of the hospital,

g) pay the statutory fee,

h) provide credible evidence of the personal data required by law.

11. The Client/Patient acknowledges that during his/her examination, treatment and, where applicable, when receiving inpatient treatment for bedsores at the Service Provider, an escort may be present, provided that he/she is not allowed to enter the area of the micturition and the day surgery priority treatment area and is not allowed to interfere with medical activities. The service provider reserves the right to prohibit the presence of an escort in cases of epidemic or other internal emergency. The Client/Patient will be informed of this in advance on its website or through other communication channels.

12. The Client/Patient acknowledges that the Service Provider shall not be liable for theft of or damage to valuables left unpaid in the Service Provider's premises and public waiting rooms.

13. The Client/Patient acknowledges that it is strictly forbidden to bring sharp weapons, explosives, flammable materials or stabbing weapons into the premises of the Service Provider. If the Client/Patient violates this provision, he/she may be removed from the Service Provider's premises, even with the assistance of the police, for which the Service Provider shall not be liable for any damages and the Client/Patient shall not be entitled to a refund of the service fee.

14. The Client/Patient acknowledges that smoking and littering are prohibited on the premises of the Service Provider; the Client/Patient may not use obscene or threatening language towards the Service Provider's staff. In the event of damage to the Provider's property, whether intentional or negligent, the Client shall be liable to pay compensation for any damage caused. In the event of breach of these provisions, the Service Provider shall be entitled to exclude the Client/Patient from the Service with immediate effect, without being liable for damages.

## V. CONTACT

1. The Client/Patient uses the Services of the Service Provider of his/her own free will. The Service Provider will make every effort to cure the Client/Patient, but depending on the biological reactivity of the human body and unforeseen factors, the result and the final cure time may differ from the average.

2. The Client acknowledges that all medical interventions involve risks for which neither the doctor nor the Service Provider can be held liable and which must be borne by the Client/Patient.

3. The client/patient is obliged to follow the instructions of the doctors and other medical staff involved in the treatment, to take the prescribed medication according to the prescription, to follow the instructions of the prescribed therapy. The Service Provider shall not be liable for any damages or consequences arising from the Client's/Patient's failure to do so. Similarly, the Service Provider shall not be held liable if the Client/Patient fails to attend the prescribed treatments and examinations and suffers health damage in connection therewith.

3. The Service Provider shall not be liable for any claims or consequences arising from the Client's/Patient's failure to comply with the obligations set out in the Service Agreement or these GTCs, as well as the instructions and recommendations of the treating physician, failure to attend the prescribed check-ups, and if the Client/Patient also uses the services of another service provider and has not informed the Service Provider's physician in detail.

## VI. DATA MANAGEMENT, DATA PROTECTION

1. The collection of the Client's/Patient's personal data is essential for the use of the Service. The Service Provider is entitled to handle personal or external data obtained in the course of the Service in accordance with the provisions of Act CXII of 2011 on the Right to Information and Freedom of Information and Act XLVII of 1997 on the Management and Protection of Health and Related Personal Data, and may disclose them only to persons authorized by law. The Service Provider's detailed information on data processing is available on the Service Provider's website at the following link: <https://wmc.hu/adatkezelesi-tajekoztato>.
2. In the event that the Client/Patient pays the fee by co-payment with the insurer or health fund and the necessary information is required for the settlement of the claim, the Client/Patient consents to the transfer of his/her personal data to the insurer or health fund.
3. In view of the legal obligation that the Service Provider is obliged to provide health data to the Electronic Health Service Space (EESZ), therefore the Customer acknowledges that he/she must provide proof of his/her social security number and identity in accordance with clause IV.2 of these GTC. If the Client/Patient fails to comply with this obligation, he/she shall bear all the consequences thereof and the Service Provider shall not be liable for any compensation in connection therewith.

## VII. CUSTOMER SERVICE - COMPLAINT HANDLING

1. The Service Provider's staff will deal with any clarifications and complaints related to the Health Service (address: 1123 Budapest, Alkotás utca 55-61.; phone: (06-1) 323 7000, e-mail: [info@wmc.hu](mailto:info@wmc.hu)).
4. The Service Provider shall consider complaints and grievances related to the Health Service within 30 working days of their receipt and shall notify the Customer of the outcome in writing at the contact address provided by the Customer.
5. The detailed complaints policy of the Service Provider is available on the Service Provider's website at the following link: <https://wmc.hu/wp-content/uploads/2021/01/complaint.pdf>



## B/ OUTPATIENT CARE

### I. USE OF THE SERVICE

1. The Client/Patient may use the Provider's Outpatient Specialised Care Services for a fixed period of time under the conditions set out in these GTC. The list of services and the prices of the services provided by the Service Provider and available to the Client/Patient are set out in the price list published on the Service Provider's website and in printed form at the reception desk. Current prices are also available through our Call Centre.

2. The Client/Patient acknowledges that in order to use the Service, he/she is required to provide the following information to the Service Provider:

- surname and given name,
- place and date of birth,
- mother's name,
- Social Security number (if the Client/Patient has a social security card),
- Address/billing address
- phone number,
- e-mail address.

3. The Client/Patient is obliged to attend the treatments and examinations at the previously agreed time and in a suitable physical and psychological condition, otherwise the Service Provider is entitled to refuse to provide Outpatient care.

4. When using outpatient specialist care, the Client/Patient shall have and be subject to all the rights and obligations set out in the General Provisions IV. The Client/Patient shall have all the rights and obligations and shall be subject to all the terms and conditions set out in the General Terms and Conditions of the Service, with the following exceptions: with regard to the fact that the Service Contract between the Parties shall enter into force by way of an implied agreement, by booking a time slot with the Provider, if the Client/Patient refuses to consent to the examination during the treatment, the Provider shall be entitled to the service fee.

5. The Client/Patient acknowledges that, in the case of the use of outpatient specialist care, he/she gives his/her consent to the given examination or treatment (with the exception of invasive examinations) verbally or by means of an impulse. In the case of an invasive procedure, a written statement by the Client/Patient or, if unable to do so, a statement made orally or otherwise in the presence of two witnesses is required. The Client/Patient must inform the Service Provider in writing of the refusal of the examination or treatment by means of a handwritten and signed note on the outpatient form.

6. If during the examinations the Service Provider's doctor has indicated further diagnostic tests, the results of which will be evaluated at a later date, the Client/Patient acknowledges that the fee for the consultation will not be covered by the fee for the summary opinion. If the Client/Patient does not wish to make use of this evaluation possibility, the Service Provider shall not evaluate these findings and shall not be held liable for any damage to health resulting from them.

7. The Client/Patient acknowledges that the content of the booked service may be altered on the spot

Changes can only be made by booking a new time point.

8. The Client/Patient acknowledges that even in the case of only partial use of the Outpatient - Specialised care, the Client/Patient may not claim a refund of the service fee, in whole or in part, by means of a torténo.

## II. CANCELLATION AND AMENDMENT CONDITIONS

1. The Client/Patient acknowledges that he/she is entitled to change the time point for outpatient care only in justified cases within 24 hours<sup>1</sup> before the booked time point. The request for modification may be made via one of the Provider's appointment booking channels. If the change of time slot is made in accordance with the above, the Service Provider will offer the Client/Patient a new time slot by tel. If the time change is made within 24 hours of the booked time, the Service Provider shall be entitled to charge the Client/Patient a cancellation fee at the rate indicated in its current price list.

2. The Client/Patient acknowledges that if he/she arrives significantly later than the agreed time, even for reasons beyond his/her control, the Service Provider will not be able to start the outpatient treatment. In the case of out-patient care, the Service Provider will consider a delay of 5 minutes as a significant delay. In such a case, the Service Provider is entitled to charge the Client/Patient the cancellation fee indicated in its current price list.

3. The Client/Patient acknowledges that he/she has the right to cancel a previously agreed appointment for outpatient care only in justified cases within 24 hours of the booked appointment. The cancellation request may be made through one of the Provider's appointment booking channels. If the time point change is made within 24 hours of the booked time point, the Service Provider is entitled to charge the Customer/Patient a cancellation fee at the rate indicated in its current price list.

4. The Client/Patient acknowledges that if he/she fails to attend the examination, even for reasons beyond his/her control, the Service Provider shall be entitled to the availability fee for the outpatient specialised care not used by the Client/Patient without any further legal declaration.

5. If the previously agreed time is cancelled by the Service Provider, the Service Provider is obliged to offer the Customer a new time within 30 days of the original time. The Service Provider shall fulfil its obligation to provide a new appointment if it provides a specialist in the field of the original booking.

### III. THE SERVICE FEE

1. Ü fél/Patient must pay a Service Fee to the Service Provider for the use of outpatient specialised care. The Service Provider publishes the current fees on its website and in printed form at the Reception. The Service Provider reserves the right to change prices.

2. The Service Provider shall issue an electronic invoice (hereinafter referred to as "e-invoice") to the Client/Patient, which shall be sent in PDF format to the e-mail address provided by the Client/Patient in advance. If the Client/Patient requests a paper invoice, this must be indicated during the payment process, before the invoice is issued. If no such indication is made, the Client expressly agrees to the issuance of an e-invoice by the Service Provider and undertakes to download it from the Service Provider's letter concerning the invoice.

3. An electronic invoice issued by the Service Provider is an electronically issued accounting document, which is fully compliant with accounting and VAT legislation and is fully identifiable for tax administration purposes.

4. Invoices issued electronically must be paid electronically in accordance with the legislation in force. The original electronic invoice, as an electronically issued accounting document, is a valid proof of the existence of rights and obligations relating to the payment of tax. The electronic invoice thus issued shall comply with the conditions laid down in the legislation on electronic invoices.

5. Service fees are payable in Hungarian forints (HUF). The Service Fee can be paid in cash, by credit card or by health insurance card at the time of using the Service. For certain Services, the Service Provider may also allow payment by bank transfer.

6. If the Client/Patient wishes to use the Service with the financing of an insurer, care provider or health fund that has a contract with the Service Provider, or for any other reason, requests that the invoice be issued in a name other than his/her own, he/she must indicate this before the invoice is issued. The client/patient must also indicate before the invoice is issued if he/she wishes to make any comment on the invoice.

7. In the event of a change to the invoice issued by the Client/Patient, the Service Provider will charge an administration fee, the amount of which is set out in the current fee schedule on the Service Provider's website.

8. The Service Provider shall provide the possibility for the Service to be used by a close relative of a health insurance or health fund member, on the basis of the health fund member's provision, in accordance with the legislation in force. The Client/Patient is obliged to provide the Service Provider with a declaration to this effect from the Member.

9. In the event of late payment of the Service Fee, the Client/Patient shall pay to the Service Provider the default interest according to the Civil Code, from the date of default until the date of payment. The Service Provider is entitled to refuse to provide outpatient specialised care in the event of late payment by the Client/Patient. The Service Provider may also exercise the option not to provide Outpatient Specialised Care to the Client/Patient in the event of previous non-payment or late payment, or to provide it only on payment of the Service Fee. In the event of late payment, the Service Provider shall be entitled to take legal action against the Client/Patient and may use all legal means at its disposal to enforce its claim. Any additional costs incurred in connection with the enforcement of the claim shall be borne by the Client.

## C/ MATERNITY AND SAME-DAY SURGICAL CARE

### I. USE OF THE SERVICE

1. The Client/Patient may use the Service Provider's outpatient and same-day surgical services by accepting the written or oral request for use and the price quotation prepared by the Service Provider on the basis of the request, under the conditions set out in the individual price quotation and in these GTC. The list of the services provided by the Service Provider and the prices for which the Client/Patient may avail himself of are set out in the price list published in printed form on the Service Provider's website and at the reception desk of the reception centre. You can also find out our current prices via our Call Centre.

2. After the consultation with the patient, the Service Provider will send an individual quotation to the e-mail address provided by the Client/Patient or by post. Acceptance of the offer shall be in writing and the Parties shall accept electronic communication.

3. Upon acceptance of the quotation, the Client/Patient shall comply with the payment and data obligations described in the quotation as described therein. The Patient accepts that the Service Provider will arrange the appointment in accordance with the payment obligations set out in the quotation (medical

film production fee) will start immediately. The Parties agree that the payment of the sanitary film preparation fee shall be deemed to constitute acceptance of the Offer. The Service Provider shall issue invoice(s) for the amount(s) received.

4. Furthermore, the Client/Patient undertakes to start the preoperative tests submitted in the quotation without delay and to complete them by the deadline indicated in the quotation. In the event that the appointment is cancelled on the scheduled date for any reason for which the Client/Patient is responsible, the medical insurance fee paid by the Client/Patient will not be refunded and a new appointment can be booked by paying it again.

5. The Client/Patient acknowledges that prior to the use of the Service Provider's medical and same-day surgical services, he/she is obliged to undergo the examinations prescribed by the Service Provider. The schedule and fees of these tests are detailed in the quotation sent by the Service Provider.

6. The detailed content of each service and the conditions of use are set out in the detailed price offer sent by the Service Provider.

7. The Customer/Patient acknowledges that in order to use the Service, he/she is required to provide the Service Provider with the following data:

- surname and given name,
- place and date of birth,
- mother's name,
- Social Insurance Number (if the Client/Patient has a social insurance card)
- phone number,
- e-mail address.

7. The Client/Patient is obliged to appear for the treatments and examinations at the previously agreed time and in a suitable physical and psychological condition, otherwise the Service Provider is entitled to refuse to provide the monthly and one-day surgical service.

## II. CANCELLATION AND AMENDMENT CONDITIONS

1. If the visit is cancelled on the scheduled date for any reason for which the Client/Patient is responsible, the Client/Patient shall bear the resulting costs as set out in the quotation and in these GTCs, subject to the conditions set out in the following paragraphs.

2. The Client/Patient acknowledges that he/she is entitled to change the pre-arranged time for the elective and day surgery only in justified cases 4 weeks before the scheduled time for the elective surgery. If the change is made within 4 weeks of the date of the appointment

in the same time slot, the health insurance fee already paid by the Client/Patient will not be refunded and a new time slot can be booked by paying it again.

3. The Client/Patient acknowledges that if the close fails to appear at the time specified herein or appears with a significant delay, whether due to reasons beyond his/her control, or appears in such a condition that the Service Provider is unable to start the operation or same-day surgical procedure or to perform the operation or same-day surgical treatment of any kind, for any reason whatsoever on the part of the Patient, the Provider shall become entitled to the Service Fee paid by the Client/Patient without any further legal action and shall not be entitled to recover it from the Client/Patient or the Payer.

4. If the previously agreed time is cancelled by the Service Provider, the Service Provider is obliged to offer the Customer a new time within 30 days of the original time. If the Service Provider is unable to offer a new time point within this period, the Client/Patient may terminate the Service Contract and the Service Fee paid by him/her will be refunded. If the Client accepts the offered time point, the Service Provider shall not be obliged to refund the previously paid Service Fee, which shall be credited to the Client's account in the event of delay.

### **III. THE SERVICE DU**

1. The Client/Patient shall pay the Service Fee for the use of the 5Service Provider's elective and same-day surgical services according to the schedule set out in the Price Offer. The Provider's Price List shall include details of the services which are included in the M.R.A. and information on the charges for services and items not included in the M.R.A. and which are charged after the procedure Q1: additional stay, late discharge, items or procedures not included in the Price List used during the procedure).

2. 5The Supplier's Price Offer is valid for the period specified therein.

3. The Service Provider shall be obliged to provide the elective and same-day surgical services in accordance with the payment terms and schedule set out in the Individual Price Quote, provided that the Service Fee set out in the Individual Price Quote has been paid in full by the Client/Patient to the Service Provider prior to the intervention.

4. Service fees can be paid in cash, by credit card or by health insurance card. For certain services, the Service Provider may also allow payment by bank transfer.

5. The Service fee is deemed to have been paid when it is credited to the Service Provider's account at the latest on the day of the scheduled performance of the mutation or same-day surgical procedure.

Failing this, the Provider may refuse to perform the procedure or same-day surgical procedure and shall act as if the Patient had performed the procedure or same-day surgical procedure in accordance with the provisions of Section II.2 of this Chapter, as set out therein. In such a case, the Provider shall also act in accordance with the provisions of this Section with regard to the medical filming dâJ.

6. The Service Provider shall issue an electronic invoice (hereinafter: e-invoice) to the Client/Patient, which shall be sent in PDF format to the e-mail address provided by the Client/Patient in advance. By confirming the Price Offer and accepting these General Terms and Conditions, the Client/Patient expressly consents to the issuance of an e-invoice by the Service Provider and undertakes to download the e-invoice from the Service Provider's mail by the date specified therein.

7. An electronic invoice issued by the Service Provider is an electronically issued accounting document, which is fully compliant with accounting and VAT legislation and is fully identifiable for tax administration purposes.

8. Invoices issued electronically must be paid electronically in accordance with the legislation in force. The original electronic invoice, as an electronically issued accounting document, is a valid proof of the existence of rights and obligations relating to the payment of tax. The electronic invoice issued in this way complies with the conditions laid down in the legislation on electronic invoices.

9. If the Client/Patient wishes to use the Service with an insurer, care provider or health fund that has a contract with the Service Provider, please indicate this before the invoice is issued.

10. In the event of a change to the invoice issued by the Client/Patient, the Service Provider will charge an administration fee, the amount of which is set out in the current rate on the Service Provider's website.

11. The provider allows the Service to be used by a close relative of a health insurance or health fund member, on the basis of the health fund member's provision and in accordance with the legislation in force, with the funding of the health insurance or health fund member. The Client/Patient is obliged to provide the Service Provider with a declaration to this effect from the Member.

12. In the event of late payment of the Service Fee, the Customer/Patient shall pay to the Service Provider the default interest according to the Civil Code, from the date of default until the date of payment. In the event of late payment, the Service Provider shall be entitled to enforce its claim against the Client/Patient by legal proceedings and may use all legal means at its disposal to enforce its claim. Any additional costs incurred in connection with the enforcement of the claim shall be borne by the Client.

13. In the event of late payment, the Service Provider is entitled to refuse to provide any further Health Service to the Client/Patient as long as the Client/Patient is in debt to the Service Provider.

## D/ FINAL PROVISIONS

1. The Service Provider publishes the current version of the GTC on its website.

2. The Service Provider is entitled to unilaterally amend these GTC, and shall publish the amendments on its website with a notice 30 days before the amendments enter into force.

3. The Parties agree to settle any dispute arising in connection with the Service amicably. If negotiations in this respect are unsuccessful, the Parties submit to the exclusive jurisdiction of the Court having jurisdiction and venue in the place where the Service Provider is established, subject to the limit of the amount of the dispute.

4. for matters not covered by these GTC, the Civil Code 2013.

V of the Health Care Act, Act CLIV of 1997 on Health Care, Act XLVII of 1997 on the Management and Protection of Personal Data concerning Health and Related Matters, and the relevant legislation and professional protocols in force at the time, shall apply.

helen GTC shall enter into force on 30 July 2022 and shall remain in force until revoked or amended.

Wáberer Medical Center Kft.