GENERAL TERMS AND CONDITIONS

Innova Medicina Korlátolt Felelősségű Társaság

www.surgossegikartya.hu www.orvosikartya.hu



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GENERAL TERMS AND CONDITIONS

Innova Medicina Korlátolt Felelősségű Társaság

2019

INTRODUCTORY PROVISIONS

Innova Medicina Korlátolt Felelősségű Társaság (registered office and postal address: 1146 Budapest, Thököly út 81, Company registration number: 01-09-349373, Tax number: 27100378-2-42, Bank Account Number: 11600006-00000000-85159554, registration authority: Company Registry Court of Budapest Capital Regional Court (email address: fovaros@iroda.e-cegkezzek.hu), as the Service Provider (hereinafter referred to as the **Service Provider**) and the user of the Service (hereinafter referred to as the **Customer**), (hereinafter referred to collectively as the **Parties**), the contracts for the provision of the emergency medical data accessibility service (hereinafter referred to as the **Service**), the offer made and accepted by the Customer for the use of the Services, the emergency medical data accessibility services for the Customer, or subject to these relationship, unless otherwise agreed in writing between the Parties, shall be governed by this General Terms and Conditions (hereinafter referred to as the **GTC**).

This GTC shall govern in general terms all matters not expressly provided for in the service agreement between the Service Provider and the Customer using the emergency medical data access service, which shall form an integral part of the contract between the parties. Unless otherwise provided in the service agreement between the Service Provider and the Customer, Customer is entitled to use the paid emergency medical data accessibility service during the term of the service.

The Customer has read, understood and acknowledged this GTC prior to registration and acknowledges its provisions to be binding upon him/her.

The Service Provider shall be entitled to unilaterally amend the GTC at any time, which shall publish it on its website at least 5 days prior to the entry into force of the amendment.

The modified GTC becomes effective upon publication on the website of the service provider (www.surgossegikartya.hu).

This GTC shall enter into force on 01/09/2018 and shall remain in force until revoked or modified.

The language of the contract concluded by the Parties will be Hungarian and the contract will not be filed by the Service Provider.

The Service Provider does not subject any Code of Conduct.

SERVICE

The Service Provider undertakes to provide emergency medical data accessibility services to the Client in accordance with the applicable legal regulations, professional protocols, and the terms and conditions of the Contract concluded between the Parties, this GTC and the Privacy Policy.

The Service Provider declares that it has the material and personal conditions necessary for the performance of the service, general professional liability insurance for the activity, and the appropriate official permits.

The Service Provider provides all its Services in accordance with the applicable laws and other professional regulations.

The Service Provider shall always act in the best interests of the Customer and with all due care and diligence expected in its activities.



Customer declares that he/she use the emergency medical data accessibility service provided by the Service Provider, with its right of freedom of self-determination.

The Customer is entitled to right of self-determination. As part of this, the Customer is free to decide whether he/she wishes to use the emergency medical data accessibility service of the Service Provider. However, the Client's decision shall not affect the Client's obligation to pay fees for the services already performed or commenced by the Service Provider, for which he/she shall reimburse the Service Provider.

Provision of any emergency medical data accessibility service by the Service Provider is subject to the Customer's consent, free from deception, threat and coercion, and based on appropriate information. Unless otherwise provided by law, the Customer shall provide such consent verbally, in writing and by implied conduct.

PROCEDURE FOR ACCESSING THE EMERGENCY SYSTEM SERVICE Registration

Order process

Customer can place order through the website in the following ways:

1. Registration

Use of the Service is subject to registration and payment of a fee. After registration, you can log in, and continue using the service requesting process.

Information materials related to the Service are available without registration or payment of a fee.

Validating your email address is a prerequisite for finalizing your registration.

2. Payment of the fee

The prices shown on the website are the prices valid at the time of order. The prices are gross prices, including 27% VAT, and these costs include the emergency card shipping cost.

The Service Provider shall not be liable for the price improperly displayed due to its due diligence and / or system error, or for manifestly erroneous prices that are significantly different from the well-known price of the Service (eg the price of 0 HUF). In such cases, the Service Provider shall not be obliged to provide the Service at a price incorrectly indicated on the website. In the event of an incorrect price being indicated, the Service Provider, upon confirmation of the order or afterwards, offer the option of purchasing the Service at fair price, which allow the Customer to decide whether to order the Service at fair price or cancel the order without any adverse legal consequences.

3. Upload account information

After logging in, you can enter your basic personal information by clicking on the "<u>https://surgossegikartya.hu/my-account/</u>" menu. Providing your details is a prerequisite for continuing your purchase.

4. Ordering the Service

In the menu, you can order the Service by clicking on the "<u>https://surgossegikartya.hu/aruhaz/</u>" menu. To place an order, select the Service option you want and click on the "<u>https://surgossegikartya.hu/checkout/</u>" button.

5. Shopping cart finalization

By clicking on the "<u>https://surgossegikartya.hu/checkout/</u>" button you can view and finalize the contents of the Cart. On this page, click on the red "X" icon to delete the selected Service from the list and change the quantity with the up and down arrow keys. Click "<u>https://surgossegikartya.hu/checkout/</u>" to confirm your changes.

You can also enter a discount coupon code on this page.

To proceed with the ordering process, click the https://surgossegikartya.hu/my-account/ button.

If the account information has not yet been uploaded, the Customer will be automatically directed to the Account information menu.

6. Order confirmation and payment

After clicking on the <u>https://surgossegikartya.hu/my-account/</u> button, the billing and shipping information interface appears where the Customer can see the Customer's order in summary.

The order is finalized by clicking on the <u>https://surgossegikartya.hu/my-account/</u> button, which also creates a payment obligation, after which the payment process begins.

The Customer shall have the option of finalizing the Order within 8 days of registration, unless the Service shall not be ordered and paid within this period, and the registration will be automatically cancelled.

After the payment for the Service, the production of the emergency card also begins.

The production of the emergency card is free of charge at the first time, in other cases the production and delivery of the card can be requested for the fee indicated on the website.

7. Filling healthcare cardboard

Once you have paid for the Service, you will be able to upload health information to the Service by clicking on the <u>https://surgossegikartya.hu/my-account/</u> menu item.

Fixing data input errors

At any time during the order and until the order is sent to the Service Provider, the Customer has the opportunity to correct data entry errors by modifying the form on the Website.

If the Customer finalizes its order and discovers an error in the information provided, it shall initiate cancellation or modification of its order as soon as possible. The Customer may notify the Service Provider of the cancellation of the erroneous order by sending an e-mail from the e-mail address specified at the time of ordering/registration or by telephone. The order containing the correct information can then be re-posted.

Validity of offer, confirmation

The Service Provider automatically processes the orders and confirms to the Customer, by e-mail notification, the acceptance of the order and the conclusion of the contract, which confirms the information provided by the Customer during the purchase or registration (billing and shipping information), the order ID, the date of the order, the list and quantity of the Services ordered, the price of the Service, the cost of delivery and the total amount payable, and the contact details of the Service Provider.

The confirmation email from the Service Provider shall constitute acceptance of the offer made by the Customer, by which a valid contract is concluded between the Service Provider and the Customer.

Customer will not be bound by the validity of the offer if he/she does not receive a confirmation e-mail from the Service Provider within 48 hours.

If the Customer's order has already been sent to the Service Provider and the Customer notices an error with the information in the confirmation e-mail, he/she shall notify the Service Provider within 1 day in order to avoid the execution of unwanted orders.

The order is a contract concluded electronically which governed by the the provisions of Act V of 2013 on the Civil Code and the Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services. The contract is subject to Government Decree 45/2014 (II.26.) on the detailed rules of consumer-business contracts and considers the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.



Payment

The Service charge will be automatically renewed upon subscription expiration. Expiry will be notified by email prior to expiration, followed by <u>https://surgossegikartya.hu/my-account/</u> or by requesting cancellation. The Service Provider will not store the payment data required for the extension; it will store it in its financial execution intermediary system. If the extension is not requested by the Customer, or after the extension the payment fails for any reason (e.g. expired card or inadequate coverage), the contract will be terminated between the Parties, and the Service may no longer be used by the Customer.

Invoice

The Service Provider sends the invoice electronically to the Client to the given e-mail address.

Shipping

The emergency card is delivered by Magyar Posta Zrt.

Shipping costs are included in the Service Fee.

If the Customer is not at the address specified at the time of delivery, the courier shall repeat the delivery.

If the shipment is not received, it will be returned to the Service Provider. An unexpected event may result in an unsuccessful receipt, and it is advisable for Customer to provide a telephone number or e-mail address so that the courier may notify Customer of an incoming shipment.

If the Customer encounters damage to the card or packaging, it shall be requested to record or expand the existing record in the presence of the person delivering the card. If, upon receipt, the packaging or the Service is visibly damaged and the damage occurred prior to the receipt of the goods, the Service Provider shall ensure the return of the Service free of charge. The Service Provider shall not be liable for any damage detected after the receipt. The Service Provider shall not be liable for delayed or failed delivery events due to incorrectly entered data.

EMERGENCY CARD AND COUPON DISCOUNT

On the basis of an individual contract, the Service Provider may issue discounted Emergency Card and coupons to its Customers upon request. Subject to the eligibility conditions, the Card may be requested in person at the blood collection points.

The extent of the discount and the scope of possible benefits and services that may be included in the discount are always determined by the individual contract between the Service Provider and the Customer.

The cost of producing the Card shall be borne by the Service Provider. The Card will be sent by post.

The Card or the Coupon holder (owner) shall be entitled to use the selected service at a discounted price specified in the contract, subject to prior appointment.

The discount provided by the Card is available only to its holder.

Responsibility for providing the Service

The Service Provider is responsible under the contract for ensuring that the Service operates in accordance with the specifications and this agreement, and for the purposes described.

The Service Provider shall not be liable for:

• the conduct of persons acting in the course of the provision of health care and the extent to which they use professionally available data in the Service,

• for unauthorized use of the Card or for damage arising therefrom if Customer does not report the loss or theft of the Card,



- o for damage caused by incorrect or incomplete data uploaded by Customer,
- the emergency card can be used in any third country,
- o for using the emergency card in Hungary, as in Hungary the Electronic Healthcare
- the Service Space contains the patient's medical information,
- o if the card cannot be used by a health care provider due to IT equipment or Internet connection.

The Service Provider informs the Customer that it has no contractual relationship with the persons providing health care regarding the use of the card and therefore cannot guarantee the acceptance and use of the card.

Service Provider informs Customer that it will protect its health data against unauthorized access by appropriate IT security measures, however, this protection does not exclude the possibility that, in the event of loss or theft of the card, the unauthorized person may have access to the data through the card. In order to avoid such cases, Customer shall immediately notify the loss or theft of the card to the Service Provider, who may disable the use of the card on this basis.

Customer's right of withdrawal and warranty

In the case of Services sold to the Customer on the Website:

- The Customer who qualifies as a Consumer shall have the right to terminate,
- all Clients have a right of warranty.

The Customer shall not be entitled to withdraw from the service under the Government Decree 45/2014 in respect of a service the performance of which has already been completed in whole or in part.

The Customer who qualifies as a Consumer may exercise his or her right of withdrawal within 14 days of purchase. After that he/she may exercise his or her right of withdrawal only in accordance with the terms and conditions of the Warranty. In the event of a cancellation within 14 days, Service Provider will cease handling supplies or Product Warranty claims.

Customer may claim and enforce its rights through the contact details set forth in section 1.

In order to exercise this right, it is recommended to specify exactly which right of the Customer wish to exercise, as described in the GTC, in order to the Service Provider can handle Customer's complaint quickly and efficiently.

The Service Provider shall not be obliged to provide a statutory warranty.

Right of termination

The provisions of this clause shall apply only to the Customer who is a Consumer. Consumer is a natural person acting outside the scope of his/her profession, self-employment or business activity who purchases, orders, receives, uses, and is the addressee of, any commercial communication or offer for the goods (hereinafter referred to as the "Consumer") on the Website.

In the case of the Service purchased on the Website, the Consumer has the right to withdraw from the purchase without giving any reason within 14 days after purchasing the service.

However, pursuant to Article 29 (1) of the Government Decree No. 45/2014., the right to terminate a contract for the provision of a service shall not apply after the service has been performed in its entirety if the undertaking has begun performance with the express prior consent of the Consumer and the Consumer has acknowledged that loses the right to terminate the service after completing the service.

If the Consumer intends to exercise his/her right of withdrawal, he/she shall send a clear statement of his/her intention to withdraw (e.g. by post, electronically) to the Service Provider using the contact details specified in Section 1 of this GTC. For this purpose, the Consumer may also use the model withdrawal statement available at the following link https://surgossegikartya.hu/my-account/. The Consumer shall exercise his/her right of withdrawal within the deadline if he/she sends his/her notice of withdrawal to the Service Provider before the deadline specified above.

The Consumer shall bear the burden of proving that he/she has exercised his/her right of withdrawal in accordance with the provisions set out in point 1.

In both cases, the Service Provider shall immediately confirm the receipt of the Consumer's notice of withdrawal by email.



In the event of a written cancellation, it shall be deemed to have been validated by the deadline if the Consumer sends its statement to the Service Provider within 14 calendar days (even on the 14th calendar day).

In case of notification by post, the date of posting, in case of notification by e-mail, the time of sending the e-mail shall be taken into consideration by the Service Provider for the purpose of calculating the deadline. The Consumer shall post his/her letter by registered mail in order to verify the date of dispatch in a credible manner.

If the Consumer withdraws from the contract, the Service Provider shall reimburse any compensation paid by the Consumer, including the transportation (paid for), immediately, but no later than 14 days after the receipt of the consumer's notice of withdrawal, except for the additional costs has chosen a mode of transport other than the cheapest standard mode of transport offered by the Service Provider.

The Service Provider shall use a payment method similar to the one used in the initial transaction for the refund, unless the Consumer expressly consents to the use of another payment method, no additional costs shall be borne by the Consumer due to the application of this refund method.

Warranty

The Customer may claim a warranty claim against the Service Provider in the event of any defective performance of the Service Provider (defective performance, especially if the Service suffers from a quality or quantity defect). In case of a consumer contract, the Customer may enforce its warranty claims for defects in Service that existed at the time of delivery of the Service within a 2 (two)-year limitation period from the date of acceptance. After the 2 (two)-year limitation period, the Customer will not be able to enforce its warranty claims.

In the case of a non-consumer contract, the claimant may enforce his warranty claims within a 1 (one)-year limitation period from the date of receipt.

The Customer may, at his/her option, request repair or replacement, unless fulfilment of Customer's request is impossible or would incur disproportionate additional costs to the Service Provider. If no repair or replacement has been requested or requested by Customer, Customer may request a pro-rata reduction of the consideration or the Customer may, at the expense of the Service Provider, repair, repair or, in the final case, terminate the contract.

Withdrawal due to minor error it does not have place.

The Customer may transfer from one of its selected warranty rights to another but shall bear the cost of the upgrade unless it was justified or the Service Provider gave a reason for that.

Customer is required to notify the Service Provider of the defect immediately, but no later than two (2) months after the discovery of the defect.

Customer may enforce its warranty claim directly against the Service Provider.

Within six months of the completion of the contract, there is no other condition for enforcing your warranty claim, unless the Customer confirms that the Service was purchased from the Service Provider (by providing an invoice or a copy of the invoice). In such a case, the Service Provider will only be released from its warranty if it is rebutted that presumption, that is, proves that a defect in the Service arose after it was handed over to the Customer. If the Service Provider can prove that the cause of the defect is due to a fault attributable to the Customer, it is not obliged to accept the warranty claim made by the Customer. However, after six months have passed from the date of performance, the Customer shall be required to prove that the error detected by the Customer already existed at the time of performance.

If the Customer asserts its warranty claim with respect to any part of the Service that is separable in respect of the defect part, then the warranty claim shall not be deemed enforceable against the remainder of the Service.

Enforcement opportunities

Place, time and method of complaint handling

Customer may make objections to the Service or the Service Provider's activities through the contact details in Section



The Service Provider shall promptly remedy the oral complaint if it is available. If an oral complaint is not immediately remedied, due to the nature of the complaint, or if Customer does not agree with the handling of the complaint, Service Provider record the complaint and send a substantive response within 30 days.

The Service Provider shall respond to the written complaint received within 30 days. For the purposes of this agreement, the measure means responding to or sending to the e-mail address or mailing.

In the event of rejection of the complaint, the Service Provider shall inform the Customer of the reason for the rejection.

Other enforcement opportunities

In the event that any dispute between Service Provider and Customer is not resolved during negotiations with Service Provider, the Customer shall be entitled to:

- o complaint to the consumer authority,
- o initiate proceedings of the Arbitration Board.

Contact details for Arbitration Boards:

Baranya County Arbitration Board Address: 7625 Pécs, Majorosy Imre u. 36. Mailing Address: 7602 Pécs, Pf. 109. Phone number: (72) 507-154, Fax number: (72) 507-152 President: Dr. Bodnár József E-mail: bekelteto@pbkik.hu.

Bács-Kiskun County Arbitration Board Address: 6000 Kecskemét, Árpád krt. 4. Phone number: (76) 501-525, (76) 501-500, Fax number: (76) 501-538, President: Dr. Horváth Zsuzsanna

Békés County Arbitration Board Address: 5600 Békéscsaba, Penza ltp. 5. EPPhone number: (66) 324-976, 446-354, 451-775 EPF ax number: (66) 324-976 President: Dr. Bagdi László E-mail: bekeltetes@bmkik.hu; bmkik@bmkik.hu

Borsod-Abaúj-Zemplén County Arbitration Board Address: 3525 Miskolc, Szentpáli u. 1. EPPhone number: (46) 501-091, 501-870 EPP Fax number: (46) 501-099, President: Dr. Tulipán Péter E-mail: bekeltetes@bokik.hu

Budapest Arbitration Board EAddress: 1016 Budapest, Krisztina krt. 99. Phone number: (1) 488-2131 Fax number: (1) 488-2186 President: Dr. Baranovszky György E-mail: **bekelteto.testulet@bkik.hu**

Csongrád County Arbitration Board Address: 6721 Szeged, Párizsi krt. 8-12. Phone number: (62) 554-250/118 extension, Fax number: (62) 426-149, President: Dr. Horváth Károly E-mail: **info@csmkik.hu**

Fejér County Arbitration Board EPAddress: 8000 Székesfehérvár, Hosszúséta tér 4-6. Phone number: (22) 510-310

Fax number: (22) 510-312 Fresident: Dr. Vári Kovács József E-mail: fmkik@fmkik.hu; bekeltetes@fmkik.hu

Gyır-Moson-Sopron County Arbitration Board Address: 9021 Győr, Szent István út 10/a. Phone number: (96) 520-202; 520-217 Fax number: (96) 520-218, President: Horváth László

Hajdú-Bihar County Arbitration Board Address: 4025 Debrecen, Petifi tér 10. Phone number: (52) 500-735 Fax number: (52) 500-720, President: Dr. Hajnal Zsolt E-mail: hbkik@hbkik.hu

Heves County Arbitration Board Address: 3300 Eger, Faiskola út 15. Mailing Address: 3301 Eger, Pf. 440.

Phone number: (36) 416-660/105 mellék Fax number: (36) 323-615, President: Dr. Gordos Csaba E-mail: hkik@hkik.hu

Jász-Nagykun-Szolnok County Arbitration Board Address: 5000 Szolnok, Verseghy park 8. Phone number: (56) 510-610 Fax number: (56) 370-005, President: Dr. Lajkóné dr. Vígh Judit E-mail: kamara@jnszmkik.hu

Komárom-Esztergom County Arbitration Board Address: 2800 Tatabánya, F1 tér 36. Phone number: (34) 513-010 Fax number: (34) 316-259, President: Dr. Rozsnyói György E-mail: **kemkik@kemkik.hu**

Nógrád County Arbitration Board Address: 3100 Salgótarján, Alkotmány út 9/a Telefonszám: (32) 520-860 Fax száma: (32) 520-862 Fereident: Dr. Pongó Erik E-mail: **nkik@nkik.hu**

Pest County Arbitration Board Address: 1055 Budapest Kossuth tér 6-8. Phone number: (1)-474-7921, Fax number: (1)-474-79

Somogy County Arbitration Board Address: 7400 Kaposvár, Anna utca 6. Phone number: (82) 501-000 FF ax number: (82) 501-046, President: Dr. Novák Ferenc E-mail: **skik@skik.hu**



Szabolcs-Szatmár-Bereg County Arbitration Board Address: 4400 Nyíregyháza, Széchenyi u. 2. Phone number: (42) 311-544, (42) 420-180 [SEP] Fax number: (42) 420-180, President: Görömbeiné dr. Balmaz Katalin E-mail: bekelteto@szabkam.hu

Tolna County Arbitration Board Address: 7100 Szekszárd, Arany J. u. 23-25. Phone number: (74) 411-661 Fax number: 411-456 Ference Fe

Vas County Arbitration Board Address: 9700 Szombathely, Honvéd tér 2. Phone number: (94) 312-356 Fax number: 316-936 President: Dr. Kövesdi Zoltán E-E-mail: **vmkik@vmkik.hu**

Veszprém County Arbitration Board Address: 8200 Veszprém, Budapest u. 3. Phone number: (88) 429-008 Fax number: (88) 412-150, President: Dr. Vasvári Csaba

Zala County Arbitration Board E Address: 8900 Zalaegerszeg, Petőfi utca 24. E Phone number: (92) 550-514 E Fax number: 550-525 President: Dr. Molnár Sándor E -mail: zmkik@zmkik.hu; zmbekelteto@zmkik.hu

• Online dispute resolution

In the event of a cross-border consumer dispute related to an online contract of sale, the Consumers can electronically settle their cross-border disputes related to online purchases at <u>https://webgate.acceptance.ec.europa.eu/odr/main/?event=main.home.show&reload=false</u> accessible through an electronic complaint filed through an online platform.

In Hungary, the Budapest Arbitration Board deals with disputes between cross-border consumers and merchants related to online sales contracts.

• Initiating court proceedings.

Other Provisions

Unilateral Amendment of the General Terms and Conditions

The Service Provider is entitled to unilaterally modify this General Terms and Conditions in addition to informing Customers on the Website. The modified provisions will become effective upon Customer's first use of the Website after its entry into force and will apply to any matter initiated after the modification.

The Service Provider also reserves the right to make any changes or repairs on the Website at any time without prior notice. The Service Provider also reserves the right to move the Website under another domain name.

Copyrights

The entire Website, its graphic elements, text and technical solutions, and the elements of the Service are protected by copyright or other intellectual property rights.

Service Provider is the authorized user of all content, any copyrighted work or other intellectual property displayed on the Website and in the provision of the services available through the Website (including, but not limited to, all graphics and other materials, layout, editing, software and other solutions used, implementation of the Website)

The content of the Website and some of its contents may not be copied or printed on a physical or other storage medium with the prior written consent of the Service Provider.

Use of the Website or any provision of the GTC shall not entitle the Client to any use or use of any trade name or trademark appearing on the Website. Except for the purpose of displaying the Website for its intended purpose, for the purpose of temporary reproduction and for private copying, these intellectual works may not be used or utilized in any other way without the prior written permission of the Service Provider.

Without special agreement or use of the service provided for this purpose it is forbidden to modify, copy, insert new data or overwrite existing data by circumventing the interface provided by the Service Provider or by using search engines.

This Terms and Conditions effective from the date of November 12, 2019.

A downloadable version of this document is available at the following link: <u>https://surgossegikartya.hu/my-account/</u>

