

Standard Terms Of Services and Privacy Policy

1 June 2018

1. PARTIES TO THE CONTRACT

1.1 Confido's standard terms of services regulate the mutual rights and obligations of the Patient and Confido upon Confido providing healthcare and health services to the Patient.

2. DEFINITIONS

2.1 For the purposes of the standard terms, Confido means all legal persons operating under the name of Confido: OÜ Arstikeskus Confido.

2.2 The Patient is a person to whom Confido is providing a service or who has expressed a wish for Confido to provide a service to him or her.

2.3 For the purposes of the standard terms, the Service means healthcare and health services provided by Confido.

2.4 A healthcare service is an activity of Confido's healthcare professional for preventing, diagnosing and treating an illness, the purpose of which is to keep the Patient in good health and raise his or her quality of life. Healthcare services offered by Confido are listed on Confido's website, and the list may change over time. Healthcare services include, among other things, examinations, analyses and the issuance of medical certificates.

2.5 A health service is an activity of Confido's employees, the purpose of which is to keep the Patient in good health and raise his or her quality of life, but which is not a healthcare service pursuant to the legislation in force. Health services offered by Confido are listed on Confido's website, and the list may change over time. Health services include, among other things, the services of a physiotherapist, speech therapist and psychologist.

2.6 For the purposes of the standard terms, an appointment means a meeting of a Confido employee and the Patient on Confido's premises for the purpose of providing healthcare or a health service.

3. CONCLUDING A CONTRACT

3.1 3.1. A service provision contract is deemed concluded between Confido and the Patient from the moment the Patient expresses a wish to book an appointment at Confido. Confido's standard terms will become applicable in respect of the Patient from the same moment.

3.2 The Patient expresses a wish to book an appointment at Confido:

3.2.1 on the Confido website at <https://www.confido.ee/broneerimine/>;

3.2.2 by telephone at the telephone number and opening times provided on Confido's website at www.confido.ee;

3.2.3 by e-mail at the address info@confido.ee;

3.2.4 at Confido's reception.

3.3 Confido shall book the first available appointment for the Patient or a later available appointment at the Patient's request.

4. ADVANCE PAYMENT, BOOKING ENTERING INTO FORCE, AND CANCELLATIONS

4.1 After Confido has booked an appointment for the Patient, the Patient shall make advance payment according to the instructions provided by Confido.

4.2 The appointment booking shall enter into force when the Patient's advance payment has reached Confido's settlement account, or exceptionally and upon special agreement, into Confido's till.

4.3 Exceptionally and upon special agreement with Confido, payment for the service at the reception desk immediately before the beginning of the appointment or after the appointment is possible.

4.4 The Patient is recommended to arrive at Confido 10 minutes before the beginning of his or her appointment.

4.5 The Patient shall bring an identity document with a photograph (ID card, passport or driving licence) to Confido's appointment.

4.6 If the Patient is more than 10 minutes late for the appointment, Confido has the right to decline to provide the service and deem the service fee as covering the expenses of readiness to provide the service.

4.7 If the Patient is unable to attend the appointment at the booked time, he or she shall notify Confido at the first opportunity but not later than 24 hours before the beginning of the appointment. The earlier the Patient notifies in advance of not attending, the more likely it is that Confido can help another Patient during the same appointment. If the Patient has notified of surrendering the appointment at least 24 hours before the appointment, Confido shall cancel the Patient's appointment. If the Patient wishes, a new appointment shall be booked for him or her. If a new appointment is booked for the Patient, then the advance payment shall not be returned and the Patient shall receive the right to

use the prepaid amount as payment for Confido's services. If the Patient does not wish a new appointment, then the prepaid amount shall be returned to him or her within 3 working days.

4.8 If the Patient gives notice of not attending an appointment less than 24 hours before the appointment time or does not give notice at all, the service fee shall be deemed as covering the expenses of readiness to provide the service and the Patient shall not have the right to use the prepaid amount to pay for Confido's other services. Upon absence of advance payment, Confido has the right to submit an invoice in the sum of the service fee to the Patient to cover the expenses of readiness to provide the service.

4.9 An exception is a booking for health services made via website, phone, or e-mail fewer than 14 days prior to the appointment. If a patient agrees to an appointment within the withdrawal period (14 days prior to the appointment), the patient has until 24 hours prior to the appointment to change or cancel the booking; within 24 hours prior, the appointment is binding, and all fees are irrevocable.

4.10 The advance payment does not include payment for examinations and analyses, the need for which arises at the appointment and which shall be made in the course of the appointment or after the appointment. The Patient shall pay for such examinations and analyses according to Confido's instructions either after the appointment, as advance payment before carrying out the examinations or analyses or after carrying out the examinations and analyses. If an appointment includes any examinations or analyses, it will be explicitly mentioned in the description of the service on Confido's website.

4.11 Confido has the right to amend the services price list. The Patient shall pay for the service according to the price list in force on the day of booking.

5. COOPERATION OF THE PATIENT AND CONFIDO IN PROVIDING THE SERVICE

5.1 The Patient and Confido's employees shall behave politely and respectfully towards each other.

5.2 With the service provision contract Confido undertakes to:

5.2.1 provide a service to the Patient;

5.2.2 notify the Patient of the circumstances related to his or her health, course of treatment and results;

5.2.3 maintain secrecy with regard to data about the Patient's person, medical condition and personal details that have become known when providing the service;

5.2.4 record the provision of the health care service appropriately and retain the respective documents.

5.2.5 for the purpose of improving Patient's health and quality of life, provide them with health information in the form of newsletters.

5.3 With the service provision contract the Patient undertakes to:

5.3.1 pay a fee for the provision of the service according to the standard terms;

5.3.2 disclose all circumstances necessary for providing the service according to their best understanding;

5.3.3 provide the assistance Confido needs for providing the service.

5.4 To achieve the best possible result, the Patient shall inform the Confido employee providing the service to him or her of all circumstances, which may affect his or her state of health and the provision of the service to him or her, for example, the medication used and unhealthy habits.

5.5 The Patient has the right to be actively involved in the process of treating him- or herself and keeping good health and to be listened to by a Confido employee within the limits of the appointment.

5.6 The Patient and Confido shall cooperate to achieve the best possible result. The Patient shall follow the recommendations provided by a Confido employee for changing habits and lifestyle, with the aim of keeping the Patient in good health and raising their quality of life.

5.7 The Confido health care service must at least correspond to the general level of medical science while providing the service, and it must be provided with the care generally expected from a health care service provider. If necessary, the health care worker shall involve another specialist, for example a physiotherapist, psychologist, or speech therapist, etc. As with any health care service provider, Confido cannot and is not permitted to give a promise about the Patient's recovery either.

5.8 As a general rule, Confido shall provide the service in Estonian. Upon agreement with the Patient, Confido shall provide the service in another language, considering the language skills of the Patient and the Confido employee providing the respective service.

6. PATIENT'S CONSENT FOR HEALTH CARE SERVICE PROVISION

6.1 Confido shall provide a health care service to the patient only upon his or her consent. Confido shall presume that the Patient has knowingly expressed consent for receiving a health care service by booking an appointment.

6.2 Confido has the right to ask the Patient for consent in a written or e-mail format before providing certain health

care services, primarily health care services with a high risk of complications. If the Patient changes their mind in the course of the provision of such a health care service and desires the termination of the health care service provision, Confido shall terminate the provision of the health care service to him or her in a manner which does not endanger the Patient's health, and shall ask the Patient for confirmation about withdrawing consent in a written or e-mail format.

6.3 A legal representative of a Patient with restricted active legal capacity (parent of a minor and guardian designated by the court to an adult with a mental disorder) has the right to give informed consent on behalf of the Patient for the provision of a health care service insofar as the Patient him- or herself is not capable of responsibly weighing the arguments in favour and against. If a decision of the legal representative of a Patient with restricted active legal capacity obviously damages the Patient's interests, Confido cannot follow it.

7. PATIENT'S HEALTH RECORDS

7.1 Confido shall process the Patient's personal data in accordance with the personal data protection rules of Estonia and the European Union.

7.2 Pursuant to the Health Services Organisation Act, Confido, as a provider of health care services, has the right to process the Patient's personal data necessary for providing a health care service, including health records. It may be necessary for Confido's health care worker to examine the Patient's personal data in the *Tervise Infosüsteem* or any format already on a data medium before the beginning of the appointment in order to provide a health care service. If the Patient cancels the appointment or fails to attend the appointment after Confido's health care worker has examined his or her personal data for the purpose of providing a health care service, the examination of the Patient's personal data shall be deemed necessary for providing a health care service.

7.3 Confido shall maintain secrecy with regard to the data about the Patient's person, state of health and private life that has become known when providing the service. Pursuant to the law, Confido may derogate from the secrecy obligation to a reasonable extent if, upon failure to disclose the data, the Patient may significantly damage themselves or other people.

7.4 The Patient has the right to decide to whom Confido can provide information about their state of health and to whom not.

7.5 Confido shall issue those types of medical certificates, which are listed in the list of services.

7.6 Confido shall issue medical certificates of the types not listed in the list of services only in exceptional situations and upon special agreement. In such a case, the composition of the data described in the certificate,

the certificate language and a fee for issuing the certificate shall be agreed upon.

7.7 Confido has the right to record the provision of the health care service for the purpose of documenting the health care service provided.

7.8 For the purpose of the protection of the personal data of other patients, photographing, voice recording and filming at Confido are only permitted with the written consent of Confido's management.

8. POSTPONING AN APPOINTMENT

8.1 Confido has the right to postpone an appointment if:

8.1.1 on Confido's assessment it is reasonable considering the Patient's condition;

8.1.2 due to an unforeseeable problem in the organisation of work (for example employee's illness or medical device failure), providing the service during the booked appointment time is not possible;

8.1.3 due to a conflict that has arisen between the Patient and a Confido employee on Confido's assessment it is reasonable to refer the Patient to an appointment with another Confido employee;

8.1.4 the Patient's advance payment for the appointment has not reached Confido's settlement account.

8.2 Confido shall notify the patient of the postponement of the appointment at the first opportunity and shall offer the first available appointment.

9. REFUSING TO PROVIDE THE SERVICE

9.1 Confido has the right to refuse to provide a service to the Patient if:

9.1.1 the Patient wishes to receive a health care service, the provision of which is not justified by medical science;

9.1.2 the Patient wishes to receive a service, the provision of which would bring about a greater risk to the Patient's health than the failure to provide the service;

9.1.3 the Patient wishes to receive a service, the provision of which may endanger the health of a Confido employee or a third party;

9.1.4 pursuant to the activity licence, Confido does not have the right to provide the service desired by the Patient or there is temporarily no professional competence for providing the specific service;

9.1.5 the Patient breaches their obligations, which arise from the service provision terms and conditions agreed orally or in writing, standard terms or legislation;

9.1.6 the Patient does not disclose to Confido the information necessary for providing the service;

9.1.7 the Patient breaches the obligation to provide assistance to Confido for providing the service, incl. does not consent to the health care services related to providing the main health care service, without which providing the main health care service is not expedient;

9.1.8 a Confido employee is unable to communicate with the Patient in a language understood by him or her and the Patient is unable to involve a translator, due to which the service may turn out to be unsuitable for the Patient or dangerous to their health;

9.1.9 according to a Confido employee, the Patient exhibits characteristics indicative of intoxication when attending the appointment;

9.1.10 the Patient behaves in an impolite manner with a Confido employee;

9.1.11 the Patient breaches the obligation to pay a fee to Confido for providing the service;

9.1.12 the Patient applies for the service to be provided to him or her on conditions which are in conflict with the standard terms.

10. GENERAL DATA PROTECTION REGULATION

10.1 WHEN AND FOR WHAT PURPOSES DOES CONFIDO PROCESS PERSONAL DATA?

10.1.1 Confido shall process patients' personal data only pursuant to applicable law and for the stated purposes.

10.1.2 When you turn to Confido for health services, we shall process your personal data in order to provide you with the specific health service you require. In this case, we shall process your personal data pursuant to the Health Services Organisation Act and the contract entered into with you for providing you with the health service you require. In order to provide the health service, we shall process data which enables us to identify you, such as your name and personal identification code, and other data, such as health data, which is necessary for providing you with these services. The list of data we process in a specific case depends on the type of health service provided. When providing you with the health service, we may process your contact data and bank account details for the accounting purposes for the health service provided, as well as for sending organisational information before and after the visit, for example sending a reminder for the time of your visit. Confido shall not transmit your personal and health data to third parties, except to the extent allowed by applicable law.

10.1.3 When you turn to Confido as directed by your employer or another person for the purpose of obtaining health services in relation to occupational health or for obtaining a necessary medical certificate, we process your personal data for the provision of health services pursuant to the contract entered into with your employer

or another person, the Health Care Services Organization Act and the Occupational Health and Safety Act. In order to provide the health service, we shall process data which enables us to identify you, such as your name and personal identification code, and other health data necessary for providing you with the services. When providing you with the health service, we may process your contact data for sending organisational information before and after the visit, for example sending a reminder for the time of your visit. Confido shall not transmit your personal and health data to third parties, except to the extent allowed by applicable law. For example, we may transmit the health examination decision to your employer pursuant to the Occupational Health and Safety Act, but we shall not transmit any additional health data nor the results of the medical examinations or analyses.

10.1.4 When you turn to Confido for other purposes than health care service, for example for receiving nutrition advice, rehabilitation, or other service, we shall process your personal data for the purposes of providing you with this service. In order to provide the service, we shall process data which enables us to identify you, such as your name and personal identification code, and other data necessary for providing you with the service, including your health data, if the processing of health data is required for providing you with the service. We may also process your contact data and bank account details for the accounting purposes for the health service provided, as well as for sending organisational information before and after the visit, for example sending a reminder for the time of your visit. Confido shall not transmit your personal and health data to third parties, except to the extent allowed by applicable law.

10.1.5 If you have given us a separate consent for the processing of your personal data, your consent shall be the legal basis for processing your personal data. In this case, we process your personal data for the specified purposes and to the extent determined by the consent. Please note that if you have given us your consent for the processing of personal data, you have the right to withdraw the consent at any time.

10.1.6 We shall process your data in order to send newsletters or other relevant materials to you. Pursuant to the law, you have the right of appeal to personal data processing and the right to unsubscribe from future newsletters when following the instructions at the end of each newsletter.

10.2 TRANSMISSION OF PERSONAL DATA AND USE OF DATA PROCESSORS

10.2.1 Confido shall not transmit your personal data to third parties, except for when having the legal basis pursuant to applicable law.

10.2.2 Confido has the right pursuant to applicable law to use data processors for processing the personal data.

The data processors of Confido, who may process patients' personal data to the limited extent, are, for example, the IT-service providers (server service providers, IT-software developers) for Confido. As the processors, Confido uses only those partners who are committed to processing personal data in accordance with these principles of processing personal data and applicable law.

10.2.3 When providing health care services, Confido shall transmit your health information under the current law to the e-health Patient Information Portal located at <https://id.digilugu.ee/>, the data controller of which is the Health and Welfare Information Systems Centre (reg. No. 70009770, address New Tatari St. 25, 10134 Tallinn). For questions related to the patient portal, you can contact the customer service of the Health and Welfare Information Systems Centre at +372 794 3943 or by e-mail at abi@tehik.ee.

10.2.4 In order to provide you with health services, Confido may, as appropriate, under the current law, transmit and/or receive your health data through a prescription centre, the controller of which is the Health and Welfare Information Systems Centre (reg. No. 70009770, address Uus-Tatari 25, 10134 Tallinn), if it is necessary for providing you with the health service. For questions related to the prescription centre, you can contact the customer service of the Health and Welfare Information Systems Centre at +372 794 3943 or by e-mail at abi@tehik.ee.

10.2.5 In order to provide you with health services, Confido may, as appropriate, under the current law, transmit and/or receive your health data through an image bank, the controller of which is the Image Bank Foundation (reg. No. 90007945, address Puusepa 8, 51014 Tartu, Estonia), if it is necessary for providing you with the health service. For questions related to the image bank, you can contact the customer service of the Health and Welfare Information Systems Centre at +372 5331 8888 or by e-mail at abi@pildipank.ee.

10.2.6 When providing health services related to the issue of a motor vehicle driver's medical certificate, we may transmit your health data (medical certificate) to the Road Administration digital environment, the controller of which is the Road Administration (reg. No. 70001490, address Teelise 4, 10916 Tallinn). For questions related to data processing by the Road Administration, please contact the Road Administration at +372 620 1200 or by e-mail at info@mnt.ee.

10.2.7 We may transmit your medical data to the Estonian Health Insurance Fund (reg. No. 74000091, address Lastekodu 48, 10144, Tallinn) when providing you with the health service, the treatment invoice of which shall be paid wholly or partly by the Estonian Health Insurance Fund from the health care funds for health care institutions. For questions related to the Health Insurance Fund, you can contact the Estonian Health Insurance Fund at +372 669 6630 or e-mail at info@haigekassa.ee.

10.3 STORAGE OF PERSONAL DATA

10.3.1 Confido shall not store personal data longer than it is necessary for the purposes of processing personal data or pursuant to applicable law.

10.3.2 Pursuant to the Health Services Organisation Act and the regulation of the Minister of Social Affairs "The conditions and procedure for documenting the provided health care services, and for the preservation of those documents" Confido shall store the following documents containing personal data:

10.3.2.1 We shall store patients' health records and pregnancy cards up to 110 years after the birth of the patient.

10.3.2.2 When ordering medical research, we shall store the research results together with the patient's health card and the corresponding tissue samples for at least 30 years.

10.3.2.3 Pursuant to subsection 7 (1) of the regulation of the Minister of Social Affairs "Procedure for occupational health monitoring of employees", Confido shall store the medical examination records and the results of medical research up to 75 years after the birth of an employee.

10.3.2.4 Pursuant to the Accounting Act, we shall store accounting documents for 7 years.

10.3.2.5 We shall generally store the data collected for the conclusion of an agreement with you, the longer retention period of which has not been prescribed by applicable law, as long as they are required for the purposes of the contract during the term of the contract or up to 3 years after the expiry of the contract.

10.4 YOUR RIGHTS AS A DATA SUBJECT

10.4.1 In terms of personal data processing, you have all the rights of a data subject pursuant to applicable law.

10.4.2 For the purposes of personal data processing, you shall have the following rights:

10.4.2.1 Right of access: You have the right to ask whether Confido has your personal data or not and to obtain information on the personal data processed by Confido at any time;

10.4.2.2 Right to correct personal data: You have the right to request that Confido specify or correct your personal data if it is inadequate, incomplete or incorrect;

10.4.2.3 Right to obtain: You have the right to submit objections to the processing of your personal data by Confido if the use of personal data is based on the legitimate interest of Confido;

10.4.2.4 Right to request erasure of personal data: You have the right to request the erasure of personal data if

your personal data is processed with your consent and you have withdrawn your consent;

10.4.2.5 Right to restrict processing: You have the right to require restricted processing of your personal data by Confido pursuant to applicable law if Confido does not need your personal data for the purposes of processing or if you have submitted an objection to the processing of your personal data;

10.4.2.6 Right to withdraw consent for processing your personal data: You have the right to withdraw the consent granted to Confido at any time if your personal data is processed with your consent;

10.4.2.7 Right to data portability: You have the right to obtain personal data from Confido which you have submitted to Confido and which is processed on the basis of your consent or in order to perform the contract concluded with you, in writing or in a commonly used electronic format, and, if it is technically possible, to request that Confido transmit the data to a third service provider.

10.4.2.8 Right of appeal: You have the right to file a request or a complaint to the Data Protection Inspectorate or the court if you find that your rights have been infringed while your personal data is being processed.

10.4.3 Your rights related to the processing of personal data listed in this chapter do not include all your rights. In certain cases, the rights of other data subjects or the legal obligations of Confido may limit the rights of the data subject.

10.4.4 For performing the rights related to the processing of personal data or submitting applications related to the processing of personal data, please contact us through the contact data given below.

10.5 CCTV SURVEILLANCE

10.5.1 In order to ensure the safety of patients, clients, property and staff at Confido, CCTV cameras may be installed at general areas of Confido Private Medical Clinic.

10.5.2 When visiting Confido, your image may be captured on our camera recordings. Areas of coverage are marked with appropriate signage.

10.5.3 The lawful basis for recording and retaining CCTV surveillance is to protect Confido's patients, clients, staff, and their property from destruction, damage or loss.

10.5.4 Only limited amount of authorised and necessary personnel or data processors have access to CCTV recordings.

10.5.5 CCTV cameras are never installed in areas where complete privacy can be expected, such as doctor's office, toilets or changing rooms.

10.5.6 CCTV footage are retained for 30 days, with the exception of a case of investigation where footage may be stored for a longer period of time.

10.6 PHONE CALLS

10.6.1 10.6.1. Phone calls through Confido general number will be recorded to ensure better customer service and for dispute resolution. Confido never records doctor-patient phone calls.

10.6.2 Phone calls are retained for 60 days, after which the recordings will be deleted.

10.6.3 Phone call recordings are password-protected and only authorised Confido personnel have access to a particular phone call for investigative purposes.

10.7 SECURITY OF PERSONAL DATA

10.7.1 Confido shall ensure the security of the processing of personal data in order to protect personal data against unauthorised or unintentional processing, disclosure or destruction.

10.7.2 Considering the latest developments in science and technology and the costs of implementation, as well as the nature, scope, context and purposes of processing personal data, and the different likelihood and scope of threats to the rights and freedoms of natural persons arising from processing, Confido shall apply appropriate technical and organisational measures to protect personal data while it is being processed.

10.8 CONTACT

10.8.1 For questions or requests related to the processing of personal data, please contact Confido or the Data Protection Officer of Confido by telephone, e-mail or mail.

The contact details of Confido include the following:

Business name: Confido Private Medical Clinic
Address: Veerenni 53a, 11313, Tallinn;
Phone: +372 6299 277;
E-mail: info@confido.ee

The contact details of the data protection officer of Confido include the following:

E-post: triinu.stanford@confido.ee

11. FEEDBACK AND COMPLAINTS

11.1 If a disagreement arises between the Patient and Confido in relation to providing the service, then it shall be resolved by way of negotiation and without involving third parties. If an agreement is not reached, the dispute

shall be resolved in Tallinn, in the Harju County Court, on the basis of the law of the Republic of Estonia.

11.2 The Patient can provide feedback, complaints and suggestions to Confido related to providing the service:

11.2.1 at Veerenni Health Centre through the mailboxes located on Confido's premises or at the reception desk;

11.2.2 by e-mail at the address info@confido.ee;

11.2.3 by telephone on the telephone number provided on Confido's website www.confido.ee and during opening hours;

11.2.4 by letter at the addresses of Confido's places of business, which can be found at Confido's website www.confido.ee.

11.3 Complaints submitted to Confido by Patients shall be registered without delay.

11.4 Confido shall respond to a submitted complaint within 30 days of registering the complaint. The response shall be sent to the e-mail or postal address submitted by the Patient. Confido shall not respond to anonymous complaints or complaints in which it has been noted that Confido's response is not necessary.

11.5 The Patient has the right to turn to the respective supervisory bodies to receive an assessment of Confido's activity.

12. LIABILITY

12.1 Confido and the health care worker immediately providing the health care service shall be liable for the culpable violation of their obligations when providing a health care service, primarily in the area of diagnosis and treatment errors and breach of obligation to inform the Patient and receive their consent.

12.2 Confido shall not be liable for the negative consequences related to providing a health care service, if Confido's employee has informed the Patient of the possible risks and consequences and the Patient has given consent for providing the health care service.

12.3 When providing a health care service, Confido is also liable for the activity of other legal persons providing a service to it and the faults of devices used for providing the health care service.

12.4 Pursuant to the law, the Patient must prove the fact that is the basis for liability of Confido and the health care worker immediately providing the health care service, except where the provision of the health care service to the Patient has not been appropriately documented.

12.5 The limitation period for the Patient's claim for compensation for damage is five years from the time he or she became aware of a breach of obligation by Confido or the doctor and the damage being caused.

12.6 Confido shall be liable for its breach of obligations when providing a health service on the basis of the authorisation agreement provisions of the Law of Obligations Act. Confido shall only be liable for the direct patrimonial damage caused by a breach of its obligation when providing a health service and in a sum up to ten times the fee for the provided service. Confido is not responsible for the indirect patrimonial damage or non-patrimonial damage caused by a breach of its obligations when providing a health service.