

CONFIDO'S STANDARD TERMS AND CONDITIONS FOR SERVICE PROVISION

In force as of 15 December 2021

Confido's Standard Terms and Conditions for Service Provision (**Standard Terms and Conditions**) are used by OÜ Arstikeskus Confido, registry code 12381348, and all persons acting under Confido's trademark in legal relations arising out of the use of Confido's Services. These Standard Terms and Conditions set out the procedure for using the Services of Confido and the rights, obligations and responsibilities of the Customer in connection with the provision of Services by Confido.

The terms used in these Standard Terms and Conditions have the following meanings:

Confido	OÜ Arstikeskus Confido and all persons acting under Confido's trademark and on behalf of Confido, including Nordic Imaging OÜ and Medco Partners OÜ.
Remote Service	A telemedicine service used online (webchat or video call) or by phone for the provision of Services.
Customer	A person to whom Confido provides Services or who has expressed their wish to be provided Services by Confido.
Advice Line	An advisory service provided via the phone number 1500 for a fee.
Patient Portal	The e-health Patient Portal information system located at https://id.digilugu.ee/ , managed by the Health and Welfare Information Systems Centre (registry code 70009770, address Uus-Tatari 25, 10134 Tallinn).
Service	Healthcare Services or Health Services provided by Confido to Customers irrespective of whether they are provided during a visit or as a Remote Service.
Health Service	A Service provided to the Customer that is not a Healthcare Service.
Healthcare Service	A Service provided by a registered healthcare professional and a person holding an activity

	license for the provision of the relevant Service, if the existence of such a registration or activity license is required for the provision of the relevant Service, following the rules of medical science. A Healthcare Service is the activity of a Healthcare Service Provider for the prevention, diagnosis and treatment of an illness with the aim of maintaining Customers' good health and raising their quality of life (including medical examinations, analyses and the provision of medical certificates, etc.). The Healthcare Services provided by Confido are listed on Confido's website https://www.confido.ee and the list may change over time.
Health Service Provider	A company belonging to the Confido Group, an employee or another representative of Confido or a legal or natural person who is a cooperation partner of Confido and who is not a Healthcare Service Provider (including the services of physiotherapists, speech therapists and psychologists).
Healthcare Service Provider	A company belonging to the Confido Group, an employee or another representative of Confido or a legal or natural person who is a cooperation partner of Confido and who is a Healthcare Service Provider.
Standard Terms and Conditions	These Standard Terms and Conditions.
Appointment	A meeting between Confido's representative and a Customer on Confido's premises or via a Remote Service for the purpose of providing Services.

1. GENERAL

- 1.1. These Standard Terms and Conditions regulate the mutual rights and obligations of the Customer and Confido in the provision of Services to the Customer by Confido. The Standard Terms and Conditions are applied to relations between the Customer and all service providers acting under Confido's trademark, even if they are not separately referred to.
- 1.2. Confido provides Health Services and Healthcare Services to Customers, including Services funded by the Estonian Health Insurance Fund.

- 1.3.** Confido provides Services on its premises; online or by phone as Remote Services and by phone via the Advice Line.
- 1.4.** Confido may provide both Health Services and Healthcare Services, using third party providers or as Remote Services via software solutions or platforms of third party service providers. If Confido provides Services as Remote Services on third party platforms, Confido is the Health Service or Healthcare Service Provider and these Standard Terms and Conditions are applied.
- 1.5.** Confido provides Services in accordance with applicable legislation. Confido provides Services funded by the Estonian Health Insurance Fund on the basis of the terms and conditions of contracts for financing medical treatment entered into with the Health Insurance Fund.
- 1.6.** Confido provides Services in Estonian or in other languages upon agreement with the Customer, taking into account the language proficiency of the Customer and the representative of Confido providing the relevant Service.
- 1.7.** The Customer agrees and confirms that Confido is prohibited from giving promises concerning the efficacy and success of Services or the recovery of the Customer.

2. ENTRY INTO CONTRACT, MAKING APPOINTMENTS AND PAYMENT FOR SERVICES

- 2.1.** The contract for the provision of the Service is deemed to have been entered into by Confido and the Customer when the Customer expresses their wish to make an appointment at Confido. Confido's Standard Terms and Conditions start to apply to the Customer at the same moment.
- 2.2.** Customers express their wish to make an appointment at Confido:
 - 2.2.1. on Confido's website via an online reservation system at <http://onbron.confido.ee> whereby the General Terms and Conditions of Confido Self-Service available at https://www.confido.ee/wordpress/wp-content/uploads/2021/12/confido_iseteeninduse_uldtingimused_en_16.12.2021.pdf are applied;
 - 2.2.2. by telephone at the number provided on the Confido website www.confido.ee and during Confido's opening hours;
 - 2.2.3. by e-mail at info@confido.ee;
 - 2.2.4. if the Service is funded by the Health Insurance Fund, by e-mail at registratuur@confido.ee or by phone at the relevant number provided on the Confido website;
 - 2.2.5. using the National e-Booking System in the Patient Portal;
 - 2.2.6. at Confido's reception desk and during Confido's opening hours.
- 2.3.** Confido makes an appointment for the Customer at the first available time or at a later time at the Customer's request.

- 2.4.** The Customer must pay for the Service in advance according to the instructions provided by Confido depending on the manner of making the appointment and based on the price list valid at the time. Payment for the Services takes place in euros.
- 2.5.** The advance payment referred to in clause 2.4 does not include the fees of examinations and analyses, the necessity of which is determined at the appointment and which are carried out during the appointment or after it. The Customer pays for such examinations and analyses according to Confido's instructions after the appointment, before or after the examinations and analyses. If the price of the Service includes the costs of examinations and analyses, it has been stated in the Service description on the Confido website.
- 2.6.** If Confido provides Services funded by the Estonian Health Insurance Fund to the Customer, the Health Insurance Fund pays for the Service to the extent agreed and the Customer pays a visit fee according to the price list.
- 2.7.** Depending on the changes in the costs and market prices related to the provision of the Service, Confido has the right to unilaterally change the price list of the Services at any time, making the corresponding changes available on Confido's premises and its website www.confido.ee. A Customer who made an appointment before the price list was changed, but uses the Service after the change to the price list has entered into force, is subject to the price list valid at the time of making the appointment.
- 2.8.** Contacting Confido via the phone numbers provided on the Confido website (1300, +372 629 9277, +372 666 2727) is free of charge for Customers. Callers must only pay the price per call minute based on the price list determined by their phone operator.

3. CANCELLATION OF APPOINTMENTS BY CUSTOMERS

- 3.1.** If the Customer is unable to use the Service at the booked time and wants to cancel the appointment, the Customer undertakes to cancel it as soon as possible through the Confido customer service but no later than 24 hours before the time agreed for the Service.
- 3.2.** If the Customer cancels the appointment via Confido customer service in accordance with clause 3.1 of the Standard Terms and Conditions, the Customer has the right to change the appointment and book a new time for the use of the Service. If the Customer changes the time and selects a Service with the same price as that of the Service originally booked by the Customer, the fee for the Service cancelled is considered the fee paid for the new Service and the Customer is not obligated to pay for the Service. If the Customer does not make a new appointment to use the Service upon cancellation of the appointment, the amount paid for the Service will be refunded to them in full within three working days after cancellation of the appointment.
- 3.3.** If the Customer does not cancel the appointment at least 24 hours before the time agreed for the provision of the Service and does not come to the appointment with the Service Provider during the booked time, the amount paid for the Service is calculated to cover the costs of readiness to provide the Service and the Customer does not have the rights specified in clause 3.2 of the Standard Terms and Conditions, including the right to a refund of the amount paid for the Service and the right to use it to pay for other Services provided by Confido. In the

absence of an advance payment, Confido has the right to issue an invoice to the Customer in the amount of the Service fee to cover the costs of readiness to provide the Service.

4. CANCELLATION OF AN APPOINTMENT BY CONFIDO AND REFUSAL TO PROVIDE THE SERVICE

4.1. Confido has the right to cancel an appointment made by the Customer and make a proposal to the Customer to change the appointment if:

4.1.1. Confido is informed that the representative of Confido required for the provision of the Service is not able to provide the Service at the booked time due to unforeseen circumstances of work organisation, such as illness of the representative or failure of medical equipment, or other important reasons;

4.1.2. the Customer is late for the appointment by more than 10 minutes;

4.1.3. Confido becomes aware of a fact about the Customer's health status, considering which it is reasonable to cancel the appointment;

4.1.4. the Customer has not made the agreed advance payment;

4.1.5. Confido becomes aware of any other circumstance that would impede the proper provision of the Service.

4.2. Confido notifies the Customer of the cancellation by calling the Customer at the number indicated in the appointment or informing them by e-mail as soon as possible but no later than within one working day of the cancellation of the appointment, referring to the basis for the cancellation and proposing that the Customer make a new appointment.

4.3. Confido has the right to refuse to provide the Service to the Customer or terminate the provision of the Service if:

4.3.1. the Customer wishes to receive a Service, the provision of which is not medically justified;

4.3.2. the Customer wishes to receive a Service, the provision of which would lead to a greater risk to their health than the non-provision of the Service;

4.3.3. the Customer wishes to receive a Service, the provision of which may endanger the health of Confido's representative or a third party;

4.3.4. the Customer wants to receive additional Services, for the provision of which Confido has no activity license or competence;

4.3.5. the Customer violates their obligations arising from these Standard Terms and Conditions, the additional guidance and oral instructions provided to them or legislation;

4.3.6. the Customer does not disclose the information necessary for the provision of the Service to Confido;

- 4.3.7. the Customer violates their obligation of providing assistance to Confido for the provision of the Service, including the Customer does not agree with the provision of Healthcare Services accompanying the provision of the basic healthcare service, without which the provision of the basic healthcare service is not expedient;
- 4.3.8. it is not possible for Confido's representative to communicate with the Customer in a language they understand and the Customer cannot involve an interpreter; therefore, the Service may be unsuitable for the Customer or dangerous to their health;
- 4.3.9. the Customer fails to comply with Confido's rules of procedure and, *inter alia*, records, films or photographs Confido's representative without their consent;
- 4.3.10. according to the assessment of Confido's representative, the Customer shows signs of intoxication upon arrival at their appointment;
- 4.3.11. the Customer is impolite towards Confido's representative;
- 4.3.12. the Customer violates the obligation of paying a fee for the provision of Services;
- 4.3.13. the Customer requests the provision of Services under conditions that are in conflict with the Standard Terms and Conditions.

5. PARTICULAR CHARACTERISTICS OF THE PROVISION OF SERVICES AS REMOTE SERVICES AND VIA THE ADVICE LINE

- 5.1.** As Remote Services and via the Advice Line, Services are provided in a personalised form and also anonymously at the Customer's request. The Customer agrees that if Services are provided anonymously, not all the necessary Services may be available to them and depending on the circumstances, it may be necessary to identify the person in order to provide professional and suitable Services.
- 5.2.** When using Remote Services, the contract for the provision of the Service is deemed to have been entered into by Confido and the Customer when the Customer submits an anonymous request to Confido, using a Remote Service, or identifies themselves, using an ID card, Mobile-ID or Smart-ID application to receive a personalised Service. Confido's Standard Terms and Conditions start to apply to the Customer at the same moment. Standard Terms and Conditions also apply to the provision of Services if they are provided by Confido as Remote Services on a platform managed by a third party.
- 5.3.** When calling the Advice Line, the contract for the provision of the Service is deemed to have been entered into by Confido and the Customer when the Customer starts a conversation with Confido's representative anonymously or identifies themselves, using a Mobile-ID or Smart-ID application to receive a personalised Service. Confido's Standard Terms and Conditions start to apply to the Customer at the same moment. When calling the Advice Line, the Customer does not need to make an appointment.
- 5.4.** The Customer is aware, agrees and confirms that the quality of Services provided as Remote Services or via the Advice Line may depend on whether the Service is provided to an identified or anonymous Customer.

- 5.5.** The Customer is aware, agrees and confirms that all the Services provided by Confido cannot be provided as Remote Services or via the Advice Line. Confido's representative notifies the Customer of the impossibility of providing a Service as a Remote Service or via the Advice Line as soon as possible after becoming aware of the relevant circumstances.
- 5.6.** When giving advice to an anonymous Customer, Confido's representative has no access to the Patient Portal; therefore, the Service provided is based solely on the description of symptoms provided by the Customer and, *inter alia*, the representative uses a medical algorithm to respond to the Customer.
- 5.7.** When providing Services to an identified Customer, the assistance provided by Confido's representative is based on the Customer's description of symptoms as well as the information available in the Patient Portal. The Customer can use an ID card, Mobile-ID or Smart-ID application to identify themselves.
- 5.8.** Confido duly records the provision of Services to identified Customers and, *inter alia*, makes an entry into the Patient Portal. Only statistical data are collected in the case of unidentified Customers (e.g. age, gender, description of symptoms).
- 5.9.** All requests received via Remote Services or the Advice Line, including phone calls, are recorded. In the case of phone calls, the caller's phone number is also recorded. Information regarding that is provided in the introduction of Services. If the Customer does not agree with the recording of their request, they must immediately suspend the submission of their request, including the phone call. In this case, it is not possible for Confido to provide Services to the Customer and Confido is not obligated to do so.
- 5.10.** A fee is charged from Customers when they contact Confido via the Advice Line. Callers must pay a price per minute (the price list is available here: <https://www.confido.ee/en/walk-in-clinics/consultation-hotline-1500>), to which a short number fee determined by the caller's phone operator is added. The price per minute is calculated from the moment the Customer contacts (i.e. calls) Confido and it is applied to the entire call (i.e. listening to the notification, waiting and obtaining the service).
- 5.11.** Confido is not responsible for the functioning of data communication and communications services or the completeness, accuracy or uninterrupted functioning of Services and provides Services as they are available. Confido and its representatives have the right to restrict or suspend the use of Remote Services or the Advice Line at their discretion or change the channel for the provision of Services, e.g. due to overload or other technical reasons or maintenance works, suspected misuse, connection issues or other circumstances outside the control of Confido.

6. RIGHTS AND OBLIGATIONS OF PARTIES

- 6.1.** Confido and the Customer cooperate to achieve the best possible result.
- 6.2.** In addition to the other rights set forth in the Standard Terms and Conditions, Confido has the right to:

- 6.2.1. receive from the Customer the information necessary for the provision of the booked Service and forward to the Customer information related to the use of the Service;
 - 6.2.2. upon the Customer's failure to make payments for Services by the due date, demand a fine for delay in the amount of 0.5% of the outstanding amount per day delayed until the full payment of the Service fee;
 - 6.2.3. cancel appointments in accordance with these Standard Terms and Conditions;
 - 6.2.4. receive the Customer's suggestions and feedback in connection with the provision of Services.
- 6.3.** The Customer has the right to:
- 6.3.1. receive at the booked time a Service that meets the requirements, including a Healthcare Service that corresponds to the general level of medical science and is provided by Confido with due care and in accordance with legislation for the provision of the respective Service;
 - 6.3.2. be actively involved in their treatment and health care process and be heard by Confido's representative within the time of their appointment;
 - 6.3.3. cancel their appointment in accordance with the Standard Terms and Conditions;
 - 6.3.4. maintain their privacy when receiving the Service;
 - 6.3.5. submit proposals and provide feedback in accordance with the procedure set out in the Standard Terms and Conditions; and
 - 6.3.6. turn to supervisory agencies and other dispute resolution bodies for the protection of their rights.
- 6.4.** Confido undertakes to:
- 6.4.1. be polite and respectful towards the Customer;
 - 6.4.2. provide the booked Service at the Customer's appointment, unless there are circumstances due to which they refuse to provide the Service or terminate the provision of the Service;
 - 6.4.3. inform the Customer about the aspects related to their health status, the course of the treatment and its results, the nature and purpose of the Service offered, the risks and consequences of providing it and other possible and necessary Services as well as the possibilities for obtaining information from the attending physician both before and during the provision of the Service;
 - 6.4.4. keep confidential the data about the Customer's person, health status and other circumstances that have become known during the provision of the Service, unless such data is shared in accordance with the Standard Terms and Conditions and other principles of personal data processing the Customer has agreed to or if the obligation to transmit such data arises from legislation or is necessary for the proper provision of the Service;

- 6.4.5. if the Service is a Healthcare Service, forward the personal data that became known in the course of providing the Healthcare Service, including the Customer's health data, to the Patient Portal and other registers and databases provided by law on the basis and pursuant to the procedure prescribed by applicable legislation;
 - 6.4.6. if the Service is a Healthcare Service, properly document the provision thereof and preserve the relevant documents;
 - 6.4.7. for the purposes of maintaining good health and raising the quality of life, provide health-related information to the Customer in a newsletter if the Customer has given their consent; and
 - 6.4.8. with regard to Services funded by the Estonian Health Insurance Fund, based on the requirements for ensuring the quality of healthcare services, publish at least once a year the results of a patient satisfaction analysis and a summary of the activities of Confido as a Healthcare Service Provider in connection with measuring and assessing quality on their premises and website.
- 6.5.** The Customer undertakes to:
- 6.5.1. read and agree to these Standard Terms and Conditions before booking the Service;
 - 6.5.2. be polite and respectful towards Confido's representatives;
 - 6.5.3. pay for the Services according to Confido's current price list, including make an advance payment for Services or, in the absence of an advance payment, pay the invoice in the amount of the Service fee in a timely manner;
 - 6.5.4. submit complaints related to an advance payment or invoice within two (2) days of receiving the advance payment or invoice;
 - 6.5.5. disclose true information and circumstances which are necessary for the adequate provision of the Service and which may have an impact on the provision of the Service, including information concerning medicines taken, predispositions and unhealthy habits;
 - 6.5.6. be responsible for the accuracy of the information provided at the time of making an appointment (including telephone number, e-mail address, personal identification code);
 - 6.5.7. when making an appointment for another person, notify Confido of the actual recipient of the Service, transmit the relevant data (including the recipient's first name and surname, personal identification code, e-mail address and phone number) and be responsible for the accuracy of the transmitted data;
 - 6.5.8. give notice of other circumstances that may be important in the provision of the Service and provide Confido with the assistance it needs for the provision of the Service;
 - 6.5.9. adhere to the instructions provided by Confido and other requirements they have been notified of in connection with the use of the Service; and
 - 6.5.10. bring an identity document with a photograph (ID card, passport, driver's licence) to their appointment;

7. SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF HEALTHCARE SERVICES

- 7.1.** Confido provides Healthcare Services to the Customer only upon their consent. Confido assumes that the Customer has expressed their informed consent when making an appointment for receiving a Healthcare Service.
- 7.2.** Before providing certain Healthcare Services, above all Healthcare Services with a high risk of complications, Confido has the right to separately request the Customer's consent in writing or by e-mail. If the Customer changes their mind in the course of providing such a Healthcare Service and wishes to terminate the provision of the Service, Confido suspends the provision of the Healthcare Service in a manner that does not endanger the Customer's health and asks for a confirmation concerning the withdrawal of their consent in writing or by e-mail.
- 7.3.** The legal representative of a Customer with restricted active legal capacity (e.g. the parents of an underage child or a guardian appointed by a court for an adult with a mental disorder) has the right to give their informed consent to the provision of Healthcare Services on behalf of the Customer to the extent the Customer is incapable of considering pros and cons in a responsible manner. Confido may not adhere to the decision of the legal representative of a Customer with restricted active legal capacity if it clearly damages the Customer's interests.

8. SUBMISSION OF SUGGESTIONS AND FEEDBACK

- 8.1.** If the Customer has suggestions or feedback in connection with the Service, the Customer submits the referred suggestion or feedback to Confido using one of the following methods:
- 8.1.1. by e-mail at tagasiside@confido.ee;
- 8.1.2. via the electronic feedback form available at:
<https://confido.typeform.com/to/XqIfprVg?typeform-source=www.confido.ee>;
- 8.1.3. on Confido's premises where feedback forms are available at the reception desk;
- 8.1.4. using an A4 template that can be printed out (available at:
<https://www.confido.ee/wordpress/wp-content/uploads/2021/05/confido-tagasiside-vorm-a4.pdf>)
and must be sent to the following address: Confido Medical Centre, Veerenni 51, Tallinn 10138.
- 8.2.** The suggestion or feedback must include the following information:
- 8.2.1. a description of the content of the suggestion or feedback and the circumstances on which the feedback is based, including the following information:
- 8.2.1.1. the time of the appointment in respect of which the suggestion or feedback has been submitted;
- 8.2.1.2. the Service about which the suggestion or feedback has been submitted;

- 8.2.1.3. the name of the employee whose activities are the subject of feedback;
- 8.2.2. an explicit claim against the Service Provider, including whether the suggestion or feedback requires a response.
- 8.2.3. If the Customer wishes to receive a response to the suggestion or feedback submitted to Confido, the suggestion or feedback must, in addition to the information provided as specified in clauses 8.2.1 and 8.2.2, include the following:
 - 8.2.3.1. the first name and surname of the Customer;
 - 8.2.3.2. the personal identification code of the Customer;
 - 8.2.3.3. the e-mail address of the Customer.
- 8.2.4. Confido responds to suggestions or feedback within three working days of receiving them. If it takes more than three working days to respond to the feedback, Confido will notify the Customer and announce a new term for responding to the feedback. Confido does not respond to anonymous statements.
- 8.2.5. The procedure for submitting suggestions and feedback set forth in this chapter does not exclude or limit the Customer's rights to turn to the agencies specified as the institutions which resolve the complaint referred to in the feedback:
 - 8.2.5.1. the expert committee on the quality of healthcare services operating under the Ministry of Social Affairs at Suur-Ameerika 1, Tallinn or by e-mail at info@sm.ee;
 - 8.2.5.2. the Estonian Patient Advocacy Association by e-mail at info@epey.ee;
 - 8.2.5.3. the Health Board at Paldiski Road 81, Tallinn or by e-mail at kesk@terviseamet.ee;
 - 8.2.5.4. the Health Insurance Fund by e-mail at info@haigekassa.ee or by phone at +372 669 6630.
- 8.2.6. If the Customer is not satisfied with a Healthcare Service funded by the Estonian Health Insurance Fund, they have the right to file a complaint at the following addresses:
 - 8.2.6.1. the Health Board (tel. 794 3500, kesk@terviseamet.ee);
 - 8.2.6.2. the Estonian Health Insurance Fund (tel. 669 6630, info@haigekassa.ee).

9. LIABILITY

- 9.1.** Confido and the healthcare professional directly providing the Healthcare Service are liable for a wrongful breach of their obligations in providing the Service, in particular for diagnostic and treatment errors and breaches of the obligation to inform the Customer and obtain their consent, to the extent and pursuant to the procedure provided by law.
- 9.2.** Confido is not liable for any damage caused as a result of the Customer's own actions or omissions, including as a result of the Customer submitting false data or failing to submit data.

- 9.3.** Confido is not responsible for any negative consequences, the possibility of which the Customer has been notified of before the provision of the Service and for the provision of which the Customer has given consent despite the notification.
- 9.4.** When providing Healthcare Services, Confido is also liable for the activities of other legal persons providing services to it and the malfunctioning of the equipment used for the provision of Healthcare Services.
- 9.5.** According to the law, the act giving rise to the liability of Confido and the healthcare professional directly providing the Healthcare Service must be proved by the Customer, unless the provision of Healthcare Services to the Customer has not been properly recorded.
- 9.6.** The limitation period for a claim for compensation for damage to the Customer is five years from the time when they became aware of the violation of the obligation by Confido or its representative and the occurrence of damage.
- 9.7.** Confido is liable for violating its obligations when providing Health Services on the basis of the provisions concerning authorisation agreements in the Law of Obligations Act. When providing Health Services, Confido is only liable for direct proprietary damage caused due to the violation of its obligations and in an amount up to ten times the fee of the Service provided. When providing Health Services, Confido is not liable for indirect proprietary damage or non-proprietary damage caused due to the violation of its obligations.

10. PROCESSING OF PERSONAL DATA

- 10.1.** Confido processes the Customer's personal data collected in the course of the provision of Services or in any other way in accordance with the General Data Protection Regulation, the Personal Data Protection Act and other legislation. Detailed terms and conditions for the processing of personal data are set out in the Confido Data Protection Policy/Privacy Policy which is available at <https://www.confido.ee/privacy>.

11. OTHER TERMS AND CONDITIONS

- 11.1.** Confido has the right to unilaterally amend these Standard Terms and Conditions at any time.
- 11.2.** These Standard Terms and Conditions are governed by the law of the Republic of Estonia.
- 11.3.** If the Standard Terms and Conditions have been prepared in a language other than Estonian, then in the event of discrepancies between different versions, the Estonian version prevails.