

GENERAL TERMS AND CONDITIONS OF CONFIDO SELF-SERVICE

These General Terms and Conditions of Confido Self-Service (hereinafter referred to as the **Terms and Conditions**) are used by AS Arstikeskus Confido, registry code 12381384, in legal relations arising from the electronic booking system of Confido Self-Service. These Terms and Conditions set out the procedure for using Confido Self-Service and the rights, obligations and responsibilities of Confido, the Service Providers and the Customer in connection with the provision of the Service booked for the Customer using Confido Self-Service.

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

Confido	AS Arstikeskus Confido, administrator of Confido Self-Service.
Confido Self-Service	The digital environment through which contracts for the supply of the Service are concluded between the Customer and the Service Providers.
Customer	A person who uses Confido Self-Service to book a Healthcare Service or Health Service.
Service	The healthcare and health services, the provision of which can be booked through Confido Self-Service.
Service Provider	The provider of the Health Service or the Healthcare service.
Health Service	A service provided to the Customer that is not a Healthcare Service.
Healthcare Service	A service provided by a person holding an activity license for the provision of the relevant service, if the existence of such an activity license is required for the provision of the relevant service, following the rules of medical science.
Provider of the Health Service	A company or a legal entity partner of Confido whose Health Services can be booked through Confido Self-Service and who is not a Healthcare Provider.
Healthcare Provider	A company or a legal entity partner of Confido whose Healthcare Services can be booked through Confido Self-Service and who is indicated as a Healthcare Provider in Confido Self-Service.
Terms and Conditions	These Terms and Conditions.

1. GENERAL

- 1.1. Confido acts as the administrator of Confido Self-Service, enabling the Customer to enter into contracts for the provision of a Service with both Health Service and Healthcare Service Providers for the provision of the Services displayed in Confido Self-Service using the digital booking system. The Services, including both Health Services and Healthcare Services, are provided by the Service Providers displayed in Confido Self-Service as the providers of the respective Services.
- 1.2. The Customer understands and agrees that nothing in these Terms and Conditions creates an obligation for Confido or the Service Provider to ensure that the Customer improves as a result of the provision of the Service, including both the Health Service and the Healthcare Service, or that the examination or procedure is successful and efficient.

2. BOOKING AND PROVISION OF THE SERVICE

- 2.1. To book a time to use the Service, the Customer selects the Service or Service Provider that they desire to use for the provision of the Service, using the search engine of the Confido Self-Service or otherwise, and the environment offers possible times for using the selected Service or Services and the free times offered by the selected Service Provider. Having found a suitable time for the provision of the Service, the Customer can book a time for using the respective Service with the respective Service Provider by following the instructions of Confido Self-Service.
- 2.2. By confirming the booking in Confido Self-Service, the Customer is considered to have given consent to receive the booked Service. The Service Provider has the right, at its discretion, to ask the Customer for additional written consent before providing the Service.
- 2.3. The booking enters into force and the contract for the provision of the Service is deemed concluded between the Customer and the Service Provider for the provision of the booked Service from the moment the amount paid by the Customer for the Service is credited to the current account of Confido. A confirmation of this will be sent to the Customer by e-mail.
- 2.4. If in connection with the provision of the Service it is necessary to collect information from the Customer prior to the provision of the Service, including information about the Customer's health and medicines that the Customer takes, Confido has the right to collect the relevant information from the Customer on behalf of the Service Provider through Confido Self-Service by e-mail or other means notified.
- 2.5. If Confido has provided the Customer with instructions or guidelines in connection with the booked Service through Confido Self-Service or in any other way, the Customer undertakes to follow the indicated instructions and guidelines when contacting the Service Provider.

3. PAYMENT FOR THE SERVICE

- 3.1. The Customer undertakes to pay for the Service when making a booking in Confido Self-Service in accordance with the price list valid at the time of making the reservation. By paying for the Service in Confido Self-Service, it is considered that the Customer has fulfilled the obligation to pay for the booked Service. Payment for the service is made in Confido Self-Service through the bank link via the payment service provider AS Maksekeskus and all prices of the services offered in Confido Self-Service are displayed to the Customer and paid in euros.
- 3.2. 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 displayed in Confido Self-Service at any time, making the corresponding price list changes available in Confido Self-Service. When providing Services related to bookings made before the price list change, the prices valid at the time of booking will continue to apply. A Customer who has made a booking 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 booking.
- 3.3. If the Customer does not pay for the booking, the booking is not deemed to have been made, nor is the contract for the provision of the Service deemed concluded, and Confido and the Service Provider do not have any obligations in connection with the respective booking.
- 3.4. If the Customer uses other services offered by the Service Provider than the booked Service, including Services related to the booked Service, which the Customer has not booked through Confido Self-Service, the Customer undertakes to pay for the indicated services directly to the respective Service Provider.
- 3.5. If the Customer books a time for the provision of the Service through Confido Self-Service, the cost of which is reimbursed in full or in part by the Health Insurance Fund, the Customer undertakes to pay for the Service only to the extent not reimbursed by the Health Insurance Fund when making a booking, including cost-sharing and visitation fee.

4. CANCELLATION OF A BOOKING BY THE CUSTOMER

- 4.1. If the Customer is unable to use the Service at the booked time and wants to cancel the booked time and cancel the booking, the Customer undertakes to cancel the booking as soon as possible through the Confido customer service but no later than 24 hours before the time agreed for the Service.
- 4.2. If the Customer cancels the reservation in accordance with clause 4.1 of the Terms and Conditions, through Confido customer service, the Customer has the right to change the booking and book a new time for the use of the Service.

- 4.3. If the Customer changes the time and selects the Service whose price is the same as the price of the Service originally booked by the Customer, the fee for the Service cancelled by the Customer is considered the fee paid for a new Service and the Customer is not obligated to pay for the Service. If the Customer does not book a new time to use the Service upon cancellation of the booking, the amount paid for the Service will be refunded to them within three working days after cancellation of the booking.
- 4.4. If the Customer does not cancel the booking at least 24 hours before the time agreed in the booking for the provision of the Service or does not turn up for 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 4.2 of the 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 Self-Service.

5. CANCELLATION OF A BOOKING BY CONFIDO AND REFUSAL TO PROVIDE THE SERVICE

- 5.1. Confido has the right to cancel a booking made through Confido Self-Service and make a proposal to the Customer to change the booking if:
 - 5.1.1. Confido is informed that the Service Provider is not able to provide the Service at the booked time due to unforeseen circumstances of work organisation, such as illness of the employee or failure of medical equipment, or other important reasons;
 - 5.1.2. Confido learns that the Service Provider has lost the activity license required to provide the booked Service;
 - 5.1.3. cooperation between the booked Service Provider and Confido ends and, considering the circumstances, it is not reasonable or possible to provide the booked Service through Confido Self-Service;
 - 5.1.4. Confido becomes aware of a fact about the Customer's health status, considering which it is reasonable to cancel the booking; or
 - 5.1.5. Confido becomes aware of any other circumstance that would impede the proper provision of the Service.
- 5.2. Confido notifies the Customer of the cancellation by calling the Customer at the number indicated in the booking or writing by e-mail as soon as possible but no later than within one working day of the cancellation of the booking, referring to the basis for the cancellation and proposing that the Customer book a new time (hereinafter referred to as the **Offered Time**). The Offered Time will be cancelled automatically if the Customer does not confirm the respective time in the manner notified by Confido within four (4) hours of the cancellation during business hours. An Offered Time that is offered to the Customer outside working hours (Mon-Fri 17:00-08:00, weekends, public holidays) is kept reserved for the Client until working hours start; from then on, the four-hour period begins.
- 5.3. If the Customer does not book the Offered Time as specified in clause 5.2 or if the Customer does not confirm the Offered Time as specified in clause 5.2, Confido will refund the amount paid for the Service to the Customer within three working days due to the cancellation of the booking.

6. RIGHTS AND OBLIGATIONS OF PARTIES

- 6.1. In addition to the other rights set forth in the Terms and Conditions, Confido has the right to:
 - 6.1.1. mediate the conclusion of contracts for the provision of the Service through Confido Self- Service;
 - 6.1.2. receive from the Customer the information necessary for the provision of the booked Service by the Service Provider and forward to the Customer the information related to the use of the Service;
 - 6.1.3. cancel bookings made through Confido Self-Service in accordance with these Terms and Conditions; and
 - 6.1.4. receive the Customer's suggestions and feedback in connection with Confido Self-Service and the Services.

- 6.2. The Customer has the right to:
 - 6.2.1. 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 the Service Provider with due care and in accordance with legislation for the provision of the respective Service;
 - 6.2.2. cancel the booked time in accordance with the Terms and Conditions;
 - 6.2.3. maintain their privacy when receiving the Service;
 - 6.2.4. submit proposals and provide feedback in accordance with the procedure set out in the Terms and Conditions; and
 - 6.2.5. turn to supervisory agencies and other dispute resolution bodies for the protection of their rights.

- 6.3. The Customer undertakes to:
 - 6.3.1. read and agree to these Terms and Conditions before booking the Service;
 - 6.3.2. pay a fee for the Service when booking according to the price list displayed in Confido Self- Service;
 - 6.3.3. provide, where appropriate, the truthful information necessary for the proper provision of the Service, including information on medications and predispositions, and be responsible for the accuracy of the information provided at the time of booking (including telephone number, e-mail address, personal identification code);
 - 6.3.4. give notice of other circumstances that may be important in the provision of the Service and provide the Service Provider with the assistance the Service Provider needs for provision of the Service;
 - 6.3.5. follow the instructions and guidelines established by Confido and the Service Provider in connection with the use of the Service; and
 - 6.3.6. comply with the Service Provider's rules of procedure and other requirements notified to the Customer while at the appointment with the Service Provider.

- 6.4. The Service Provider, including the Healthcare Provider, has the right to:

6.4.1. refuse to provide the Service or terminate the provision of the Service if:

- 6.4.1.1. the Customer wishes to receive a Healthcare Service, the provision of which is not medically justified;
- 6.4.1.2. the Customer wishes to receive a Service, the provision of which would lead to a greater risk to the Customer's health than the non-provision of the Service;
- 6.4.1.3. the provision of the Service may endanger the health of a worker of the Service Provider or a third party;
- 6.4.1.4. the Customer wants to receive additional services for the provision of which the Service Provider does not have an activity license or competence;
- 6.4.1.5. the Customer violates the obligations arising from these Terms and Conditions, the additional instructions provided to the Customer or legislation;
- 6.4.1.6. the Customer has not provided the information necessary for the provision of the Service and does not provide it at reception;
- 6.4.1.7. the Customer does not provide the assistance necessary 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;
- 6.4.1.8. according to a worker of the Service Provider, the Customer shows signs of intoxication upon arrival at reception;
- 6.4.1.9. it is not possible for a worker of the Service Provider to communicate with the Customer in a language they understand and the Customer cannot involve an interpreter, therefore the provision of the Service may be unsuitable for the Customer or dangerous to health or it may not be possible to inform the Customer of important aspects related to the provision of the Service;
- 6.4.1.10. the Customer does not comply with the rules of procedure of the Service Provider;
- 6.4.1.11. the Customer is impolite to the workers of the Service Provider, treats them in a disrespectful manner or otherwise violates the generally accepted norms of conduct and the principles of acting in good faith;
- 6.4.1.12. the Customer withdraws the consent previously given for the provision of the Service, including the provision of a Healthcare Service, or refuses to give additional consent necessary in the opinion of the Service Provider; or
- 6.4.1.13. the provision of the Service is in conflict with the terms and conditions of the contract for the provision of the Service or there are other circumstances present as provided by legislation.

6.4.2. obtain additional written consent from the Customer for the provision of the Service if the Service Provider, considering the nature of the Service or other circumstances, deems it necessary and to request that the refusal be made in writing if the Customer refuses to provide such consent.

6.5. The Service Provider undertakes to:

- 6.5.1. provide the booked Service at the booked time, unless there are circumstances due to which the Service Provider refuses to provide the Service or terminates the provision of the Service;
- 6.5.2. 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 Healthcare Services;
- 6.5.3. 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 Terms and Conditions and other principles of personal data processing agreed by the Customer or if the obligation to transmit such data arises as necessary for the proper provision of the Service;
- 6.5.4. if the Service is a Healthcare Service, forward the personal data that became known to the Customer in the course of providing the Healthcare Service to the e-health patient portal information system www.digilugu.ee and other registers and databases provided by law on the basis and pursuant to the procedure prescribed by the applicable legislation; and
- 6.5.5. if the Service is a Healthcare Service, properly document the provision thereof and preserve the relevant documents.

7. SUBMISSION OF SUGGESTIONS AND FEEDBACK

- 7.1. If the Customer has suggestions or feedback in connection with the Service booked through Confido Self-Service, including both the Health Service and the Healthcare Service, the Customer submits the referred suggestion or feedback to Confido using one of the following methods:
 - 7.1.1. by telephone to the telephone number provided on the Confido website (www.confido.ee)
 - 7.1.2. using the electronic feedback form provided for submitting proposals and feedback on the Confido website (<https://www.confido.ee/tagasiside/>)
 - 7.1.3. by e-mail, sending an e-mail to the following e-mail address: tagasiside@confido.ee
- 7.2. The suggestion or feedback must include the following information:
 - 7.2.1. A description of the content of the suggestion or feedback and the circumstances on which the feedback is based, including the following information:
 - 7.2.1.1. the time of the booking in respect of which the suggestion or feedback has been submitted
 - 7.2.1.2. the time booked with the Service Provider for which the suggestion or feedback is submitted
 - 7.2.1.3. the Service about which the suggestion or feedback has been submitted
 - 7.2.1.4. the name of the worker whose activities are the subject of feedback

- 7.2.2. An explicit claim against the Service Provider, including whether the suggestion or feedback requires a response
- 7.2.3. 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 7.2.1 and 7.2.3, include the following:
 - 7.2.3.1. the first name and surname of the Client
 - 7.2.3.2. details of the means of communication (e-mail, telephone number) of the person submitting the suggestion or feedback
- 7.3. Confido forwards the submitted suggestion or feedback to the Service Provider whose activities the suggestion or feedback concerns . If the suggestion or feedback explicitly states that the submitter of the suggestion or feedback requires a response, then Confido, in cooperation with the Service Provider, will arrange to respond to the respective suggestion or feedback within three working days from the receipt of the suggestion or feedback . 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.
- 7.4. The procedure for submitting suggestions and feedback set forth in this clause 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. LIABILITY

- 8.1. The Service Provider, including both the Health Service Provider and the Healthcare Service Provider, is liable for a wrongful breach of obligations in providing the Service, in particular for diagnostic and treatment errors and breaches of the obligation to inform the Customer and obtain the Customer's consent, to the extent provided in and pursuant to law.
- 8.2. The Service Provider, including both the Health Service and the Healthcare Service Provider, 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.
- 8.3. The Service Provider 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, including the Healthcare Service, despite the notification.
- 8.4. The Customer confirms that they are aware that Confido, unless the Service is provided by Confido, is not liable for the compliance of the provision of any Service, including Healthcare Service, and for the claims due to the provision of the Service, including Healthcare Service; only the Service Provider is liable and the Customer has no claims, financial or non-monetary claims against Confido Self-Service and Confido in connection with the provision of the Service, including both Health Services and Healthcare Services.

9. PROCESSING OF PERSONAL DATA

- 9.1. Confido and the Service Provider process the Customer's personal data collected through Confido Self-Service or in any other way upon provision of the Service 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.

10. OTHER TERMS AND CONDITIONS

- 10.1. Confido has the right to unilaterally change these Terms and Conditions at any time and change the Confido Self-Service website, including the removal and addition of Service Providers to the Confido Self-Service environment or the modification of the characteristics and content of the environment and the price list of Services booked through the Confido Self-Service.
- 10.2. These Terms and Conditions are governed by the law of the Republic of Estonia.
- 10.3. If the 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.