

CONFIDO'S STANDARD TERMS AND CONDITIONS FOR SERVICE PROVISION

In force as of 03 April 2023

Confido's standard terms and conditions for service provision ("**standard terms and conditions**") are used by AS Arstikeskus Confido (registry code 12381384) 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	AS Arstikeskus Confido and all persons acting under Confido's trademark and on behalf of Confido, including Nordic Imaging OÜ and Medco Partners Osaühing.
Confido self-service	A digital environment through which the customer and Confido can conclude service contracts and manage bookings.
Remote service	A telemedicine service used online (webchat or video call) or by phone for the provision of service.
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 Pärnu mnt 132, 11317 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.
Service provider	A company working under Confido's trademark, an employee or another representative of Confido or a legal or natural person who is a cooperation partner of Confido and who is used to provide a service and/or who is health service or 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 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 provide services as a remote service via software solutions or platforms (including on third-party platforms). If Confido provides services as remote service on third party platforms, Confido is the 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 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 and/or the service provider providing the relevant service. Confido issues documents in Estonian.
- 1.7. The customer agrees and confirms that Confido is prohibited from giving promises concerning the efficacy, success, result of service or the recovery of the customer.

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

- 2.1. The appointment takes effect and the contract for the provision of the service between Confido and the customer is deemed concluded from the moment of registration for the appointment. 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. through Confido's self-service, which can be found on Confido's website www.confido.ee;
 - 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 www.confido.ee;
 - 2.2.5. using the national e-booking system in the patient portal;

- 2.2.6. at Confido's reception desk 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 service takes place in euros.
- 2.5. Failure to pay in advance does not invalidate the appointment or affect the validity of the service contract, unless when booking the appointment through Confido's self-service.
- 2.6. The advance payment 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 as an advanced payment 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.
- 2.7. Regardless of the stipulations set out in clause [2.5.](#), in the case of day surgery and inpatient treatment, if the advance payment is not paid on time, Confido has the right to cancel the appointment no later than ten (10) calendar days before the time of provision of the service agreed in the booking. If the customer books an appointment for the respective service less than ten (10) days before the time of provision of the service agreed in the booking, Confido has the right to cancel the booking no later than 48 hours before the agreed time if the advance payment is not paid on time.
- 2.8. If Confido provides services funded by the Health Insurance Fund to the customer, the Health Insurance Fund pays for the service to the extent agreed and the customer pays the possible additional fees (e.g. the visit fee and the in-patient fee) according to Confido's applicable price list and instructions. In the appropriate case, the customer bears the deductible for the service to the extent that is not reimbursed by the Health Insurance Fund.
- 2.9. 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, website www.confido.ee and in self-service. 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.

- 2.10. Contacting Confido via the phone numbers provided on the Confido website www.confido.ee (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. PARTICULAR CHARACTERISTICS OF MAKING AN APPOINTMENT VIA CONFIDO SELF-SERVICE

- 3.1. Confido acts as the administrator of Confido self-service, enabling the customer to enter into contracts for the provision of the services displayed in Confido self-service using the digital booking system.
- 3.2. 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.
- 3.3. 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.
- 3.4. 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.
- 3.5. The booking enters into force and the contract for the provision of the service is deemed concluded between the customer and Confido 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 email.
- 3.6. 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.
- 3.7. If the customer uses services related to the booked service via Confido self-service, which the customer has not booked through Confido self-service, the customer undertakes to pay for the indicated services according to Confido's instructions.

4. CANCELLATION OF AN APPOINTMENT BY CUSTOMER

- 4.1. If the customer is unable to use the service at the booked time and wants to cancel the appointment, the customer undertakes to notify Confido thereof as soon as possible by (1) calling on 1330; (2) writing to info@confido.ee ; or (3) by cancelling the appointment through Confido's self-service. **The customer undertakes to notify Confido thereof no later than 24 hours before the time agreed for the service in the booking.**
- 4.2. If the customer cancels the appointment in accordance with clause [4.1.](#) 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 to be 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 in full within three (3) working days after cancellation of the appointment.
- 4.3. If the customer does not amend or cancel the appointment at least 24 hours before the time agreed for the provision of the service or does not come to the appointment with the service provider during the booked time, the amount paid for the service will be considered in full as a fee for not changing or cancelling the booking on time. In this case, the customer does not have the rights specified in clause [4.2.](#) 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 for not amending or canceling the appointment in time.**
- 4.4. If the customer books an appointment for the service less than 24 hours before the time for providing said service agreed in the booking, Confido has the right to send the invoice mentioned in clause [4.3.](#) of the standard terms and conditions only if the customer fails to appear at the place of the service provider at the booked time and does not inform Confido about this in advance.
- 4.5. The provisions of clauses [4.3.](#) and [4.4.](#) apply to day surgery and inpatient treatment services if the customer does not amend or cancel the appointment at least 48 hours before the time agreed for providing the service or does not appear at the place of the service provider for the appointment at the booked time or the customer books an appointment for the service less than 48 hours before the time agreed for providing the service, but does not appear at the place of the service

provider for the appointment at the booked time and does not inform Confido thereof in advance. In such a case, Confido has the right to issue an invoice to the customer in the amount of 30% of the total cost of the service, but not more than 1,000 euros (one thousand euros).

- 4.6. If an appointment has been made for the service recipient, i.e. the customer by a third party, Confido has the right to issue the invoice mentioned in clauses [4.3.](#) – [4.5.](#) of the standard terms and conditions to the respective third party in case the customer refuses to pay the invoice.
- 4.7. If Confido provides to the customer the services funded by the Health Insurance Fund and the customer does not amend or cancel their appointment at least 24 hours before the time agreed for providing the service in the booking or does not appear at the place of the service provider at the booked time, Confido has the right to demand that the customer pay twice the visit fee the next time they make an appointment for a service funded by the Health Insurance Fund.
- 4.8. If the customer has not paid the invoice mentioned in clauses [4.3.](#) – [4.6.](#) of the standard terms and conditions, Confido has the right to cancel the customer's next service appointment(s) and refuse to provide the service to the customer until the invoice(s) are paid in full.
- 4.9. If the customer does not agree with the invoice issued by Confido under clauses [4.3.](#) – [4.6.](#) of the standard terms and conditions, the customer has the right to dispute the invoice within thirty (30) days of the date of its initial issuing by Confido. To this end, the customer must send a free-form application and an explanation of their refusal to agree with the invoice to tagasiside@confido.ee. Submitting the application is not a prerequisite for automatic cancellation of the invoice. In order to correct or cancel the invoice, Confido has the right to ask follow-up questions from the customer and ask that the customer submit evidence to confirm any claims made where necessary. If Confido finds the customer's objections unfounded, the customer shall pay the invoice and any default interest incurred. The customer's applications and objections are not considered if they are submitted after thirty (30) days have passed since the initial issuing of the invoice. In such a case, the invoice is not reviewed by Confido and remains effective.

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

- 5.1. Confido has the right to cancel an appointment made by the customer and if possible, make a proposal to the customer to amend the appointment if:
 - 5.1.1. Confido becomes aware of an unforeseen operational circumstance related to the provision of the service, such as illness of a Confido representative and/or service provider, failure

of a medical device or another important reason, as a result of which Confido is unable to provide the service at the agreed time;

- 5.1.2. Confido becomes aware of a fact about the customer's health status, considering which it is reasonable to cancel the appointment;
 - 5.1.3. the customer has not paid the agreed advance payment;
 - 5.1.4. a conflict has arisen between the customer and the Confido's service provider, making it necessary to refer the customer to another Confido service provider;
 - 5.1.5. cooperation between the service provider booked by the customer through Confido self-service and Confido ends and considering the circumstances, it is not reasonable or possible to provide the service booked through Confido self-service;
 - 5.1.6. Confido becomes aware of any other circumstance that impedes/would impede the proper provision of the service.
- 5.2. If Confido decides to cancel the customer's appointment based on clause [5.1.](#) of the standard terms and conditions, it shall notify the customer thereof by calling the customer on the number indicated in the booking or inform the customer by e-mail as soon as possible but no later than within one (1) working day of the cancellation of the appointment, referring to the basis for the cancellation and if possible, proposing to the customer to book a new appointment for the service. 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. A time that is offered to the customer outside working hours (Mon-Fri 17:00 – 08:00, weekends, public holidays) is kept reserved for the customer until working hours start; from then on, the four-hour period begins.
- 5.3. If the customer does not book a new 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 advance payment for the service to the customer within three (3) working days after the cancellation of the booking.
- 5.4. If the customer is late for the appointment agreed in the booking for more than ten (10) minutes, Confido shall have the right to unilaterally cancel the appointment and consider the amount paid for the service in full as fee for the cancellation of the appointment. In the absence of advance payment Confido shall have the right to issue an invoice to the customer equivalent to the cost of the service. Confido has the right to cancel the appointment and issue an invoice even if the customer has notified Confido of the possibility of them being late in advance. The customer has

the right to submit objections related to the invoice in accordance with clause [4.9.](#) of the standard terms and conditions.

- 5.5. Confido has the right to refuse to provide the service to the customer or terminate the provision of the service if:
- 5.5.1. the customer wishes to receive a healthcare service, the provision of which is not medically justified;
 - 5.5.2. 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;
 - 5.5.3. the customer wishes to receive a service, the provision of which may endanger the health of Confido's representative, service provider or a third party;
 - 5.5.4. the customer wants to receive additional services, for the provision of which Confido has no activity license or competence;
 - 5.5.5. the customer is late for the appointment by more than ten (10) minutes;
 - 5.5.6. the customer violates their obligations arising from these standard terms and conditions, the additional guidance and/or oral instructions provided to the customer or legislation;
 - 5.5.7. the customer does not disclose the information necessary for the provision of the service to Confido;
 - 5.5.8. 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;
 - 5.5.9. it is not possible for Confido's representative and/or service provider 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;
 - 5.5.10. the customer fails to comply with Confido's rules of procedure and, *inter alia*, records, films or photographs Confido's representative and/or service provider without their consent;

- 5.5.11. according to the assessment of Confido's representative and/or service provider, the customer shows signs of intoxication upon arrival at their appointment;
 - 5.5.12. the customer or a person close to the customer/the person accompanying them behaves rudely to a Confido's representative and/or service provider, uses verbal or physical violence towards Confido's representative and/or service provider or otherwise violates generally accepted standard of behavior and principles of acting in good faith;
 - 5.5.13. the customer violates the obligation to pay Confido a fee for the provision of the service (including the advance payment, the invoice issued for failing to cancel and/or amend the appointment in time, etc.);
 - 5.5.14. 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 Confido's representative and/or service provider;
 - 5.5.15. the customer requests the provision of services under conditions that are in conflict with these standard terms and conditions, the terms and conditions of the provision of the service or there are other circumstances present as provided by legislation.
- 5.6. If Confido refuses to provide the service to the customer or terminates the service in any of the cases arising from the customer specified in clause [5.5.](#) of the standard terms and conditions, Confido shall have the right to receive a payment equivalent to the cost of the relevant service booked by the customer. In the absence of advance payment Confido shall have the right to issue an invoice to the customer equivalent to the cost of the relevant service.

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

- 6.1. As remote service 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 service is 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.
- 6.2. When using remote service, 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. Confido's standard terms and conditions also apply to the provision of services if they are provided by Confido as remote service on a platform managed by a third party.

- 6.3. 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 from the moment of calling the advice line. When calling the advice line, the customer does not need to make an appointment.
- 6.4. The customer is aware, agrees and confirms that the quality of services provided as remote service or via the advice line may depend on whether the service is provided to an identified or anonymous customer.
- 6.5. The customer is aware, agrees and confirms that all the services provided by Confido cannot be provided as remote service 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.
- 6.6. When giving advice to an anonymous customer, Confido's representative has no access to the patient portal, therefore, the service provided by Confido's representative is based solely on the description of symptoms provided by the customer and, *inter alia*, Confido's representative uses a medical algorithm to respond to the customer.
- 6.7. 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.
- 6.8. Confido duly documents 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).
- 6.9. All queries received via the remote service or the advice line, including incoming and outgoing calls, are recorded. In the case of phone calls, the customer's phone number is also recorded. The relevant information is provided in the service description. If the customer does not agree to the query being recorded, they undertake to immediately terminate the query, including the phone

call. In such a case, Confido cannot provide the service to the customer and Confido is not obliged to do so.

- 6.10. **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 eleventh (11th) second of the call and it is applied to the entire call (i.e. listening to the notification, waiting and obtaining the service).
- 6.11. If the advice line is busy (e.g., in the case of excessive waiting time), the customer's call is terminated automatically by Confido in order to protect the customer's interests, *inter alia*, protecting them from the call charge in the case of an excessively long waiting period.
- 6.12. 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 and/or other circumstances outside the control of Confido.

7. RIGHTS AND OBLIGATIONS OF PARTIES

- 7.1. Confido and the customer cooperate to achieve the best possible result.
- 7.2. In addition to the other rights set forth in these standard terms and conditions, Confido has the right to:
- 7.2.1. mediate the conclusion of contracts for the provision of the service through Confido self-service;
 - 7.2.2. receive from the customer the information necessary for the provision of the booked service (e.g., information about the customer's state of health and used medications), and forward to the customer information related to the use of the service;
 - 7.2.3. upon the customer's failure to pay the invoice by the due date, demand a default interest of the outstanding amount per day delayed until the the invoice is paid in full and Confido has received the amount in its bank account;

- 7.2.4. in case of non-payment of the invoice, to assign the claim and/or transfer it for collection to a third party (incl. a debt collection company), to whom the customer as the debtor can submit objections in the future;
 - 7.2.5. to present an invoice to the customer (and/or a third party) in an amount equal to the service fee in accordance with these standard terms and conditions (e.g., if the customer has not informed Confido in due time about the need to amend or cancel the appointment, the service is not provided due to the reasons arising from the customer, the customer has not followed Confido's instructions for providing the service, etc.);
 - 7.2.6. cancel appointments in accordance with these standard terms and conditions;
 - 7.2.7. obtain additional written consent from the customer for the provision of the service, and to request that the refusal be made in writing if the customer refuses to provide such consent;
 - 7.2.8. receive the customer's suggestions and feedback in connection with the provision of the service;
 - 7.2.9. provide to the customer health-related information to maintain good health and improve quality of life in the form of newsletters if the customer has consented to this.
- 7.3. The customer has the right to:
- 7.3.1. 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;
 - 7.3.2. be actively involved in their treatment and health care process and be heard by Confido's service provider within the time of their appointment;
 - 7.3.3. cancel and/or amend their appointment in accordance with these standard terms and conditions;
 - 7.3.4. maintain their privacy when receiving the service;
 - 7.3.5. submit proposals and provide feedback in accordance with the procedure set out in the these standard terms and conditions;
 - 7.3.6. turn to supervisory agencies and other dispute resolution bodies for the protection of their rights.

7.4. Confido undertakes to:

- 7.4.1. be polite and respectful towards the customer;
- 7.4.2. provide the booked service at the customer's appointment, unless there are grounds in these standard terms and conditions regarding amendment and/or cancellation of the appointment, refusal to provide the service or termination of the provision of the service;
- 7.4.3. 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;
- 7.4.4. 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 sharing of such data takes place based on the consent of the client or if the obligation to transmit such data arises from legislation or is necessary for the proper provision of the service;
- 7.4.5. 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;
- 7.4.6. if the service is a healthcare service, properly document the provision thereof and preserve the relevant documents;
- 7.4.7. with regard to the services funded by the 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 in connection with measuring and assessing quality on their premises and website.

7.5. The customer undertakes to:

- 7.5.1. read and agree to these standard terms and conditions before booking the service;
- 7.5.2. arrive at the appointment at least ten (10) minutes before the start of the booked service;
- 7.5.3. be polite and respectful towards Confido's representatives and service providers;

- 7.5.4. pay for the services according to Confido's current price list and these standard terms and conditions (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 full in a timely manner, the invoice for failure to cancel and/or amend the appointment in time, etc.);
- 7.5.5. submit complaints related to an advance payment invoice of the service within two (2) days of receiving the invoice;
- 7.5.6. submit complaints related to other invoices in accordance with clause [4.9.](#) of the standard terms and conditions;
- 7.5.7. 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;
- 7.5.8. follow and comply with the instructions and guidelines informed by Confido with the booked service;
- 7.5.9. be responsible for the accuracy of the information provided at the time of making an appointment for service (including first name and surname, personal identification code, telephone number, e-mail address);
- 7.5.10. when making an appointment for another person, notify Confido of the actual recipient of the service, transmit the relevant data (including the recipient's, i.e. the client's first name and surname, personal identification code, phone number, e-mail address) and be responsible for the accuracy of the transmitted data;
- 7.5.11. 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;
- 7.5.12. adhere to these standard terms and conditions, the instructions provided by Confido, any instructions provided and other requirements they have been notified of in connection with the use of the service;
- 7.5.13. bring an identity document with a photograph (ID card / passport / residence permit) to their appointment;
- 7.5.14. follow the rules of procedure of Confido and other requirements notified to the customer.

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

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.

9. SUBMISSION OF SUGGESTIONS AND FEEDBACK

- 9.1. 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:
 - 9.1.1. by e-mail at tagasiside@confido.ee;
 - 9.1.2. via the electronic feedback form available at:
<https://confido.typeform.com/to/XqIfprVg?typeform-source=www.confido.ee>;
 - 9.1.3. on Confido's premises where feedback forms are available at the reception desk;
 - 9.1.4. using an A4 template that can be printed out available at:
<https://www.confido.ee/wp-content/uploads/2021/05/confido-tagasiside-vorm-a4.pdf>
and must be sent to the following address: Confido Medical Centre, Veerenni 51, 10138 Tallinn.
- 9.2. The suggestion or feedback must include the following information:

- 9.2.1. a description of the content of the suggestion or feedback and the circumstances on which the feedback is based, including the following information:
 - 9.2.1.1. the time of the appointment in respect of which the suggestion or feedback has been submitted;
 - 9.2.1.2. the service about which the suggestion or feedback has been submitted;
 - 9.2.1.3. the name of the Confido's representative/service provider whose activities are the subject of feedback;
 - 9.2.1.4. an explicit claim against Confido's representative/service provider, including whether the suggestion or feedback requires a response from Confido.
- 9.2.2. 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 [9.2.1.1.](#) – [9.2.1.4.](#) of the standard terms and conditions, include the following:
 - 9.2.2.1. the first name and surname of the customer;
 - 9.2.2.2. the personal identification code of the customer;
 - 9.2.2.3. the e-mail address of the customer.
- 9.2.3. If the suggestion or feedback explicitly states that the submitter of the suggestion or feedback requires a response, then Confido will respond to the respective suggestions or feedback within three (3) working days of receiving them. If it takes more than three (3) working days to respond to the feedback, Confido will notify the customer and announce a new deadline for responding to the feedback. Confido does not respond to anonymous statements.
- 9.3. 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:
 - 9.3.1. the Ministry of Social Affairs by e-mail at info@sm.ee or at Suur-Ameerika 1, 10129 Tallinn;
 - 9.3.2. the expert committee on the quality of healthcare services operating under the Ministry of Social Affairs by e-mail at info@sm.ee or at Suur-Ameerika 1, 10129 Tallinn;
 - 9.3.3. the Estonian Patients Advocacy Association;

- 9.3.4. the Health Board at Paldiski Road 81, 10614 Tallinn or by e-mail at kesk@terviseamet.ee;
- 9.3.5. the Health Insurance Fund by e-mail at info@tervisekassa.ee or by phone at +372 669 6630;
- 9.3.6. the Data Protection Inspectorate by e-mail at info@aki.ee.
- 9.4. If the customer submits a complaint to Confido, Confido will respond within fifteen (15) days of receiving the complaint. If it is not possible to respond to the complaint within the deadline given, Confido sets a new reasonable deadline for the response and informs the customer thereof.
- 9.5. If the customer is not satisfied with a healthcare service funded by the Health Insurance Fund, they have the right to file a complaint at the following addresses:
- 9.5.1. the Health Board (tel. + 372 794 3500, kesk@terviseamet.ee);
- 9.5.2. the Health Insurance Fund (tel. + 372 669 6630, info@tervisekassa.ee).
- 9.6. The customer has the right to resolve disputes related to the sale of health services and goods, which Confido and the customer have not been able to resolve by agreement, by filing a complaint with the Consumer Disputes Committee operating at the Consumer Protection and Technical Regulatory Authority on the basis and according to the procedure provided for in the Consumer Protection Act (tel. +372 620 1707, avalduus@komisjon.ee).

10. LIABILITY

- 10.1. Confido and the healthcare professional directly providing the healthcare service are liable for a wrongful breach of their obligations in providing the healthcare services, 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.
- 10.2. Confido, including the 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.
- 10.3. Confido, including 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 despite the notification.

- 10.4. When providing healthcare services, Confido is also liable for the activities of other legal persons providing services to it and the malfunctioning of the (medical) equipment used for the provision of healthcare services.
- 10.5. 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 documented.
- 10.6. The limitation period for a claim for compensation for damage to the customer is five (5) years from the time when they became aware of the violation of the obligation by Confido or Confido's doctor and the occurrence of damage by providing healthcare services.
- 10.7. 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 health 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.

11. PROCESSING OF PERSONAL DATA

- 11.1. Confido and the service providers process 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 (EU) 2016/679, 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 Notice which is available at <https://www.confido.ee/en/terms-and-conditions/>.

12. OTHER TERMS AND CONDITIONS

- 12.1. Confido has the right to unilaterally amend these standard terms and conditions at any time by publishing the new standard terms and conditions on Confido's website www.confido.ee.
- 12.2. These standard terms and conditions are governed by the law of the Republic of Estonia.
- 12.3. If these standard terms and conditions have also been prepared in a language other than Estonian, then in the event of contradictions or ambiguities between the Estonian and foreign language text, the Estonian version takes precedence and prevails.