

CONFIDO'S STANDARD TERMS AND CONDITIONS FOR SERVICE PROVISION In force as of 13 October 2025

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.
Confido self-service portal	A digital environment at minu.confido.ee through which the customer and Confido can conclude service contracts for the services available for booking via the self-service portal and manage bookings.
Remote service	A telemedicine service used online (webchat or video call) or by phone for the provision of service, including the Confido Digital Clinic.
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.
Health Portal	The national e-health patient portal information system located at https://www.terviseportaal.ee/en/ .
Service	Healthcare services and/or health services provided by Confido to customers irrespective of whether they are provided during an inperson visit or as a remote service.
Health service	A service provided to the customer that is not a healthcare service.
Healthcare service	The activity of a health care professional for the prevention, diagnosis and treatment of an illness, injury or intoxication. The



	purpose of healthcare service is to maintain the customer's health, improve their quality of life and prevent the deterioration of their health. Healthcare services are provided by a registered healthcare professional and a person holding an activity license for the provision of the relevant service, following the rules of medical science.
Service provider	Confido, 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 a health service or healthcare service provider.
Standard terms and conditions	These standard terms and conditions.
Appointment	A meeting between a person providing services on behalf of Confido 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 Confido service providers even if 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 may provide services, using third party providers or provide services as a remote service via software solutions or platforms (including those of third parties). If Confido provides services as remote service on third-party platforms, Confido is the service provider and these standard terms and conditions are applied.
- 1.4. 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 Estonian Health Insurance Fund.



- 1.5. Confido provides services in Estonian or in other languages upon agreement with the customer, taking into account the language proficiency of both the customer and the respective Confido service provider. Confido issues documents in Estonian.
- 1.6. 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. MAKING APPOINTMENTS, ENTRY INTO CONTRACT AND PAYMENT FOR SERVICES

- 2.1. Appointments can be made:
 - 2.1.1. through Confido's self-service portal <u>minu.confido.ee</u>, which can be found on Confido's website <u>www.confido.ee</u>;
 - 2.1.2. by telephone at the number provided on the Confido website www.confido.ee and during Confido's opening hours;
 - 2.1.3. by e-mail at info@confido.ee;
 - 2.1.4. if the service is funded by the Estonian Health Insurance Fund, via the Health Portal or by phone at the relevant number provided on the Confido website www.confido.ee;
 - 2.1.5. for customers covered by the Confido Health Plan, by e-mail at kindlustus@confido.ee;
 - 2.1.6. using the national e-booking system in the Health Portal;
 - 2.1.7. at Confido's reception desk or during an appointment with a service provider during Confido's opening hours.
- 2.2. Payment for the service must be made in advance in accordance with the instructions provided by Confido and based on the price list valid at the time. Payment for the service takes place in euros.
- 2.3. A booking becomes effective and the service provision contract is considered concluded from the moment the service is paid for. Confido will confirm this by e-mail. As an exception, only upon prior agreement between Confido and the customer, Confido may allow payment for the service on site during the service provision. In such a case, the booking becomes effective and the service provision contract is concluded from the moment Confido sends the booking confirmation, and the customer is obliged to pay for the service immediately before the service is provided on site. The customer consents to receiving the booked service by way of the booking becoming effective.
- 2.4. The advance payment does not include the fee for examinations, analyses or additional services, the need for which becomes apparent during the appointment and which are performed during or after the appointment. Such examinations, analyses or additional services must be paid for in



- accordance with Confido's instructions. If the price of the service includes the cost of examinations, analyses or additional services, this is stated in the service description on Confido's website.
- 2.5. Regardless of the provisions of clause 2.3 above, in the case of day surgery and/or inpatient treatment services, if the advance payment is not made on time, Confido has the right to cancel the appointment no later than 10 calendar days before the time of provision of the service agreed in the booking. If the appointment is booked for the respective service less than 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.
- 2.6. If Confido provides services funded by the Estonian Health Insurance Fund to the customer, the Estonian 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 Estonian Health Insurance Fund.
- 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, website and in self-service portal.
- 2.8. Contacting Confido via the phone numbers provided on the Confido website (1300, +372 6299 277, +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 AN APPOINTMENT

- 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 notify Confido thereof as soon as possible by (1) cancelling the appointment through Confido's self-service portal; or (2) calling on 1330; or (3) writing to info@confido.ee. The customer undertakes to notify Confido thereof no later than 24 hours before the time agreed for the service in the booking.
- 3.2. If the customer cancels the appointment in accordance with clause 3.1, the customer has the right to change the booking and make a new appointment. If the customer changes the time and selects a service with the same price as that of the service originally booked, 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 five working days after cancellation of the appointment.



- 3.3. If the customer does not change 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 3.2 above, including the right to a refund of the amount paid for the service and the right to use it to pay for another service provided by Confido. Confirmed bookings are subject to the cancellation procedure set out herein and, 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 changing or canceling the appointment in time.
- 3.4. The provisions of clause 3.3 apply to day surgery and inpatient treatment services if the customer does not change or cancel the appointment at least 2 working days 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. This also applies if the customer books an appointment for the service less than 2 working days before the calendar day agreed for providing the service, but fails to give Confido prior notice of not being able to appear at the place of the service provider for the appointment at the booked time. 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.
- 3.5. If Confido provides to the customer the services funded by the Estonian 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 Estonian Health Insurance Fund.
- 3.6. If the customer has not paid the invoice, Confido has the right to unilaterally cancel the customer's next service appointment(s) and not provide services until the debt is paid in full.

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

- 4.1. Confido has the right to cancel a confirmed appointment and, if possible, make a proposal to the customer to amend the appointment, including if:
 - 4.1.1. Confido becomes aware of an unforeseen operational circumstance related to the provision of the service, such as the illness or resignation of the Confido service provider, failure of a medical device, supply disruptions or another important reason, as a result of which Confido is unable to provide the service at the agreed time;
 - 4.1.2. the customer has not made the advance payment as instructed by Confido;



- 4.1.3. 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.
- 4.2. If the customer is late for the appointment agreed in the booking for more than ten (10) minutes or, due to being late for any number of minutes, the customer cannot be provided a quality service, according to the service provider's assessment, during the remaining length of the appointment, 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 above rights even if the customer has notified Confido of the possibility of them being late in advance.
- 4.3. Confido has the right to refuse to provide the service or terminate the provision of the service if:
 - 4.3.1. the customer wishes to receive a healthcare service, the provision of which is not medically justified, or a service, the provision of which would lead to a greater risk to their health than the non-provision of the service;
 - 4.3.2. the provision of the service may endanger the health of Confido's representative, the service provider or a third party;
 - 4.3.3. the customer wants to receive additional services, for the provision of which Confido has no activity license or competence;
 - 4.3.4. the customer or their legal representatie does not disclose the information necessary for the provision of the service to Confido or does not provide the necessary assistance to Confido for the provision of the service, including if 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;
 - 4.3.5. it is impossible for the service provider to communicate with the customer or their legal representative in a language both parties understand and the customer cannot involve an interpreter, therefore, the service may be unsuitable for the customer or dangerous to their health;
 - 4.3.6. the customer or their legal representative 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;
 - 4.3.7. the customer or their legal representative shows signs of intoxication or clear symptoms of a communicable disease;



- 4.3.8. the customer or their legal representative/a person close to the customer/the person accompanying the customer behaves rudely or disrespectfully or uses verbal or physical violence toward Confido's representative and/or service provider or otherwise violates the generally accepted standard of behavior and principles of acting in good faith;
- 4.3.9. the customer or their legal representative refuses to sign the consent form required for the provision of the service or if the consent previously given for the provision of the service is withdrawn;
- 4.3.10. the customer or their legal representative violates their obligations under these standard terms and conditions or Confido's verbal and/or written instructions or there are other circumstances present as provided by legislation.
- 4.4. If Confido refuses to provide the service or terminates the service in any of the cases specified in **clause 4.3** above, Confido shall have the right to receive a payment equivalent to the price of the relevant service booked by the customer. In the absence of advance payment, Confido shall have the right to issue an invoice equivalent to the price of the relevant service.

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

- 5.1. As remote service and via the advice line, services are provided in a personalised form. Services are provided via the advice line also anonymously at the customer's request, in accordance with these standard terms and conditions. The customer agrees that if a 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.
- 5.2. 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 identifies themselves, using an ID card, Mobile-ID or Smart-ID application or following Confido's instructions 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.
- 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 the Confido service provider 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. No separate appointment is required when calling the advice line.
- 5.4. The customer is aware, agrees and confirms that the quality of services provided 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 service or via the advice line. Confido's service provider 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 service provider has no access to the Health Portal, therefore, the service is based solely on the description of symptoms provided by the customer.
- 5.7. When providing services to an identified customer, the assistance provided by Confido's service provider is based on the customer's description of symptoms as well as the information available on the customer in the Health Portal.
- 5.8. Confido duly documents the provision of services to identified customers and, *inter alia*, makes an entry into the Health Portal. Only statistical data are collected in the case of unidentified customers (e.g., age, gender, description of symptoms).
- 5.9. All queries received via the remote service or the advice line 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 terminate the query, including the phone call. In such a case, Confido is neither able nor obliged to provide the service.
- 5.10. A fee is charged from customers when they contact Confido via the Digital Clinic. For digital clinic consultation services, the first contact between the customer and the Confido service provider is made after recording the inquiry and confirmation of the payment within 15 minutes, if possible. Digital clinic consultations cannot be amended or cancelled. A detailed service description and the price list are available on the Confido website at Confido Digital Clinic.
- 5.11. 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 on the Confido website), to which a short number fee charged by the caller's phone operator is added. The price per minute is calculated from the 11th second of the call and it is applied to the entire call, including any waiting time.



- 5.12. 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.
- 5.13. 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.

6. RIGHTS AND OBLIGATIONS OF PARTIES

- 6.1. Confido and the customer cooperate to achieve the best possible result and treat each other politely and respectfully.
- 6.2. The customer has the right to:
 - 6.2.1. receive, at the booked time, a service that meets the requirements and is provided by Confido with due care as appropriate for the particular service and in accordance with legislation;
 - 6.2.2. be actively involved in their treatment and health care process and be heard by Confido's service provider within the time of their appointment;
 - 6.2.3. receive thorough information on the healthcare service provided to them, including to ask questions or further information, examine the records of the healthcare service provision and receive copies thereof subject to the applicable price list;
 - 6.2.4. file complaints, suggestions and feedback pursuant to the procedure set out in the standard terms and conditions;
 - 6.2.5. present objections concerning invoices within 30 days of the invoice date by e-mail on tagasiside@confido.ee. After the elapse of this term, the customer is considered to have no objections to the invoice;
 - 6.2.6. turn to supervisory agencies and other dispute resolution bodies for the protection of their rights.
- 6.3. Further to the rights set out in these standard terms and conditions, Confido has the right to:
 - 6.3.1. obtain, at Confido's discretion, additional prior written consent from the customer for the provision of the service;



- 6.3.2. upon the customer's failure to meet their financial obligations by the due date, claim a default interest of the outstanding amount per day delayed until the obligation is paid in full and Confido has received the amount in its bank account;
- 6.3.3. in case of non-payment of an invoice, to assign the claim and/or transfer it for collection to a third party (incl. a debt collection company), to whom objections can be filed in the future.
- 6.4. The customer (and their legal representative where applicable) has the obligation to:
 - 6.4.1. read and agree to these standard terms and conditions before booking the service;
 - 6.4.2. bring an identity document with a photograph to the appointment;
 - 6.4.3. pay for the services according to Confido's current price list and these standard terms and conditions;
 - 6.4.4. disclose all information that may be reasonably necessary for the provision of the service, including full and true information on their state of health, medical products taken, predispositions and unhealthy habits;
 - 6.4.5. diclose any other circumstances that may be relevant to the provision of the service and to provide all-round assistance to Confido that is needed for Confido to provide the service;
 - 6.4.6. provide correct personal details when booking a service; when making an appointment for another person, to inform Confido of the identity of the recipient of the service, i.e. the customer, and to present the correct personal details of the customer;
 - 6.4.7. adhere to these standard terms and conditions, the procedures established and instructions provided by Confido, including the house rules, and any other requirements they have been notified of in connection with the use of the service.

6.5. Confido has the obligation to:

- 6.5.1. in the event of a healthcare service, 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 healthcare service offered, the risks and consequences of providing it and other possible and necessary services;
- 6.5.2. keep confidential the data about the customer's identity, 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 customer or if the obligation to



- transmit such data arises from legislation or is necessary for the proper provision of the service;
- 6.5.3. forward the personal data that became known in the course of providing the healthcare service, including the customer's health data, to the Health Portal and other registers and databases provided by law on the basis and pursuant to the procedure prescribed by applicable legislation;
- 6.5.4. properly document the provision of healthcare services and retain the relevant documents.

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

- 7.1. Confido provides healthcare services only upon the customer's consent. Confido assumes that the customer has given their informed consent to receiving the healthcare service when making an appointment.
- 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 with restricted active legal capacity 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, FEEDBACK AND COMPLAINTS

- 8.1. Suggestions, feedback and complaints about the service can be submitted:
 - 8.1.1. by e-mail at tagasiside@confido.ee;
 - 8.1.2. via the electronic <u>feedback form</u>;
 - 8.1.3. on Confido's premises where feedback forms are available at the reception desk.
- 8.2. If the customer wishes to receive a response to their suggestion, feedback or complaint, it must include the following details:



- 8.2.1. the first name and surname of the customer;
- 8.2.2. the personal identification code of the customer;
- 8.2.3. the e-mail address of the customer.

In such case, Confido will respond to the customer within 10 working days. If it takes longer to reply, Confido will notify the customer. Anonymous statements will not be responded to.

- 8.3. The customer also has the right to submit a complaint related to the provision of service to the following agencies:
 - 8.3.1. the Health Board, e-mail info@terviseamet.ee, phone (+372) 794 3500, address Paldiski mnt 81, 10614 Tallinn;
 - 8.3.2. the Estonian Health Insurance Fund if the service is funded by the Estonian Health Insurance Fund, e-mail info@tervisekassa.ee, phone (+372) 669 6630, address Liivalaia 36, 10132 Tallinn.
- 8.4. The procedure for notifying insured events under Confido's compulsory liability insurance as the healthcare service provider is available on the Confido website at <u>Liability insurance</u>.
- 8.5. If the complaint relates to the sale of a health service or goods, the customer has the right to refer the dispute to the Consumer Disputes Committee at the Consumer Protection and Technical Regulatory Authority on the basis and according to the procedure provided for in the Consumer Protection Act (https://ttja.ee/en/consumer-disputes-committee, e-mail avaldus@komisjon.ee).

9. LIABILITY

- 9.1. Confido provides healthcare services in compliance with the general level of medical science at the time of provision of the healthcare service and with medical guidelines, exercising the level of care normally expected of providers of health care services.
- 9.2. Confido is only liable for a wrongful violation of their obligations in providing the healthcare services, in particular for diagnostic and treatment errors and for violation of the obligation to inform the customer and obtain their consent, to the extent and pursuant to the procedure provided by law.
- 9.3. When providing healthcare services, Confido is also liable for the activities of the persons assisting Confido and for any malfunctions of the (medical) equipment used upon provision of healthcare services.
- 9.4. Any act giving rise to the liability of Confido must be proved by the customer, unless the provision of healthcare services to the customer has not been properly documented.



- 9.5. Confido is not liable for any negative consequences or damage arising from the provision of services if (i) the customer has been warned of the potential risks and consequences and the customer has consented to receiving the service; (ii) such consequences or damage results from the customer's breach of their obligation to provide information or assist, including if the customer fails to comply with Confido's instructions on preparations for the service or provides incorrect, incomplete or misleading information about their health.
- 9.6. Confido is not liable for any damage or complication that the customer incurs, after the provision of a healthcare service, as a result of inadequate follow-up or rehabilitation treatment, physiothereapy, therapeutic procedures, (wound) care etc. by parties other than Confido; also, if the customer refuses to be under medical supervision and/or continue the treatment.
- 9.7. Confido holds a compulsory liability insurance policy as a healthcare service provider. The deails of the insurer, the insurance period and insured amounts, as well as the procedure for insurance claims, are available on the Confido website. The terms and conditions of liability insurance are governed by the Compulsory Liability Insurance of Health Care Providers Act.
- 9.8. The limitation period for a claim for compensation for damage to the customer is 3 years from the time when they became aware of the violation of the obligation by Confido and the occurrence of damage in connection with the provision of healthcare services.
- 9.9. If the customer's active legal capacity is restricted, their representative is a party to the contract as regards the customer's financial obligations under the contract. This means that both the customer with restricted active legal capacity and their representative are responsible for the financial obligations arising from the contract.
- 9.10. 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. The limitation of liability does not apply if Confido has violated its obligations intentionally.

10. PROCESSING OF PERSONAL DATA

10.1. 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 on the Confido website at Terms and conditions.



11. OTHER TERMS AND CONDITIONS

- 11.1. 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.
- 11.2. These standard terms and conditions are governed by the law of the Republic of Estonia. Any disputes arising from the contract are settled by negotiations, failing which the disputes will be settled in the Harju County Court as the court of first instance, unless the applicable legislation provides for other mandatory jurisdiction.
- 11.3. If these standard terms and conditions have also been prepared in a language other than Estonian, then in the event of contradictions or ambiguities the Estonian version takes precedence and prevails.