

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES BY MELIVA AS

1. GENERAL PROVISIONS

- 1.1. These general terms and conditions for the provision of services ("**GTC**") shall apply to all healthcare services and health services agreements ("**Agreement**") entered into between Meliva AS ("**Meliva**") and their customers ("**Customer**").
- 1.2. The GTC forms an integral part of the Contract between Meliva and the Customer. In addition to the foregoing, Meliva's internal procedures or other rules (including documents, procedures, rules, guidelines, etc., including, but not limited to, the patient guide, and the procedures for handling of complaints, patient safety and liability insurance cases) and the agreements between the Parties shall form an integral part of the Contract. In the event of any conflict between the foregoing, they shall prevail in the following order of precedence: Agreements concluded between Meliva and the Customer in at least a form that can be reproduced in writing (including consents given by the Customer), Meliva's internal rules, the GTC. Notwithstanding the foregoing, Chapters 8-9 of the GTC shall, in any case, prevail over other agreements. By entering into the Agreement, the Customer and the representative of a Customer with limited active legal capacity confirms that they have read the GTC in detail and agree to their application to the Agreement.

2. DEFINITIONS

Capitalised terms used in the GTC shall have the following meanings:

- 2.1. **Agreement** is an agreement between the Customer and Meliva for the provision of the Service, to which, inter alia, these GTC apply.
- 2.2. **Appointment** means a meeting (whether physically, via the internet or by telephone) between the person providing the Service on behalf of Meliva and the Customer for the purpose of providing the Service.
- 2.3. **Customer** is the person to whom Meliva provides the Services under the Agreement.
- 2.4. **Digital Clinic** is an online platform through which certain Services (e.g. prescription refills, consultations, bookings) can be provided.
- 2.5. **Fee** is the fee paid by the Customer to Meliva for the Service, with a price list for the base services published on the Website and a more comprehensive price list for services, examinations, procedures, analyses and other procedures available in Meliva's reception desk. The Customer acknowledges that the necessity for, and fees for, specific Services, procedures, tests and other procedures may vary depending on the specific nature of the treatment required.
- 2.6. **GTC** are these general terms and conditions for the provision of the Services.
- 2.7. **Health Service** is a service provided by Meliva to the Customer that is not a Healthcare Service.

- 2.8. **Healthcare Service** is an activity taken by a Meliva health care professional for the prevention, diagnosis or treatment of diseases, injuries or intoxication in order to reduce the malaise of persons, prevent the deterioration of their state of health or development of the diseases, and restore their health.
- 2.9. **Meliva** is Meliva AS (registry code 10303948), together with its employees and subcontractors.
- 2.10. **Service** means the Health Services and Healthcare Services provided by Meliva. The Services provided by Meliva are listed on the Website. The Customer acknowledges that the composition of the Services may change over time and that Meliva will take reasonable steps to keep the list of Services listed on the Website up to date.
- 2.11. **Website** is the Meliva website www.meliva.ee with its subdomains.

3. CONCLUSION OF AGREEMENT

- 3.1. The Agreement shall be deemed to have been concluded between Meliva and the Customer upon the Customer's booking of an Appointment, the commencement of the provision of the Service to the Customer (including the commencement of the provision of the Service to an incapacitated Customer in accordance with the Customer's actual or presumed will) or the assumption of the obligation to provide the Service with the Customer's consent.
- 3.2. Meliva has the right to refuse to enter into a Health Services Agreement. Meliva may refuse to enter into a Healthcare Services Agreement, if the terms of the Agreement applied for are in conflict with provisions of law or these GTC, if the Customer is late or does not show to an Appointment (including if the Customer appears for the Appointment in breach of Meliva's internal rules, e.g. with a pet) or if a circumstance described in Section 8.2 of the GTC arises.

4. BOOKING AND CANCELLING AN APPOINTMENT

- 4.1. Booking and cancellation of an appointment can be made via the Website, using the contact details (e-mail, telephone) provided on the Website for booking an Appointment, at any Meliva location, via the Digital Clinic or via the national online register (Veebiregistratuur). When using the Digital Clinic, in addition to these GTC, the terms and conditions of use of the Digital Clinic, available on the Website, apply. Use of the Services through the Digital Clinic is subject to the Customer's acceptance of these GTC and the Digital Clinic Terms and Conditions.
- 4.2. If the Customer cancels the Appointment less than 24 hours prior to the Appointment or fails to appear for the Appointment on time, Meliva is entitled to charge the Customer a no-show fee in accordance with the price list.

5. INFORMING THE CUSTOMER AND CONSENT

- 5.1. In the provision of Healthcare Services, Meliva informs the Customer of the results of the examination and the Customer's state of health, possible illnesses and their progression, the availability, nature and purpose of the necessary healthcare, the risks and consequences of its provision and of other possible healthcare services. At the request of the Customer, Meliva shall provide this information in a form that can be reproduced in writing. Meliva shall not disclose the above information to the Customer only if the Customer refuses to receive it and the legitimate interests of the Customer or of others would not be prejudiced thereby.
- 5.2. Healthcare Services will be rendered to the Customer only with the Customer's consent, which may be withdrawn by the Customer. Consent shall be deemed to have been given by booking an Appointment. At the request of Meliva, the consent or the statement of its withdrawal must be in a form that can be reproduced in writing. In the cases and to the extent provided by law, the consent of the Customer or the Customer's legal representative is not required for the provision of the Healthcare Service. Withdrawal of consent does not affect the acceptability of the provision of Healthcare Services prior to its withdrawal, and the Customer acknowledges that if consent is withdrawn after the commencement of the provision of Healthcare Services, Meliva may need to take additional steps to safely complete the provision of Healthcare Services, and that such withdrawal of consent may endanger the Customer's health.
- 5.3. In the case of a Customer with limited active legal capacity, the Customer's rights to obtain information and grant consent for the Healthcare Service are vested in the Customer's legal representative to the extent that the Customer is not capable of responsibly weighing the pros and cons. In such a case, the Customer must be informed of the circumstances and the decisions taken to a reasonable extent. If the decision of the legal representative concerning the Healthcare Service appears to harm to the interests of the Customer, Meliva may not comply with it.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 6.1. In the course of the provision of the Service, the Parties undertake to comply with the provisions of the Agreement and the law and to treat each other with courtesy and respect.
- 6.2. Meliva has a right to:
 - 6.2.1. receive the Fee for the Service in accordance with the Agreement;
 - 6.2.2. process the Customer's personal data (including health data) necessary for the provision of the Service in accordance with the applicable legislation, including, in the case of the Healthcare Service, in accordance with the Health Services Organisation Act, including, where applicable, prior to the Appointment (e.g. in the Health Information System or by any other authorised means or medium);
 - 6.2.3. in accordance with the applicable legislation, transmit the Customer's personal data to the Health Information System, to the insurer of the healthcare provider's mandatory liability insurance or to other databases;
 - 6.2.4. involve other specialists/doctors in the provision of the Service.

- 6.3. Meliva has an obligation to:
 - 6.3.1. ensure that the Healthcare Service is provided at least to the general level of medical science and with the care normally expected of a healthcare provider and in accordance with the Agreement and applicable law;
 - 6.3.2. explain in detail to the Customer the procedures for the provision of the healthcare, the content and nature of the procedures to be performed in the framework of the healthcare, the risks and consequences involved and provide the necessary instructions (including explanation of the lifestyle restrictions) for preparation for and recovery from the procedure;
 - 6.3.3. inform the Customer of the results of the examination and of the analysis and/or tests ordered, including any diseases detected and their course;
 - 6.3.4. recommend additional medical examinations or refer the Customer to another health care provider if the Customer's state of health so requires;
 - 6.3.5. process and keep confidential, in accordance with applicable law, the personal data of the Customer, including special categories of personal data (e.g. health data);
 - 6.3.6. document the provision of Healthcare Services to the Customer and properly maintain the relevant documents;
 - 6.3.7. provide the Service in Estonian or, with the agreement of the Customer, in another language if Meliva's employees are proficient in that language. Meliva is not obliged to translate documents from Estonian into another language or from another language into Estonian;
 - 6.3.8. inform the Customer at the earliest opportunity of any obstacles to the provision of the Service;
 - 6.3.9. provide the Customer's personal data (including medical examination decisions) to the Customer's employer or the Customer's legal representative in cases provided for by law.
- 6.4. The Customer has the right to:
 - 6.4.1. be actively involved in the process of providing the Service and be listened to within the time limits of the Appointment;
 - 6.4.2. receive healthcare in accordance with the general state of medical knowledge;
 - 6.4.3. receive the Services at Meliva's location, unless the nature of the Service indicates otherwise;
 - 6.4.4. receive any information about the Healthcare Services provided to them, including asking questions or requesting additional information from Meliva, to consult the documents relating to the provision of the Healthcare Services and to receive copies of them in accordance with the valid price list;
 - 6.4.5. contact the relevant supervisory authorities for an assessment of Meliva's healthcare provision activities;
 - 6.4.6. if possible, and with Meliva's agreement, change the person providing the Healthcare Services, or opt out of receiving Healthcare Services.
- 6.5. The Customer has an obligation to:
 - 6.5.1. arrive at the Appointment on time (preferably 10 minutes earlier, but in any case, before the start of the Appointment) and inform Meliva as soon as possible of any delay or no-show to the Appointment;
 - 6.5.2. bring a photo ID (ID-card, passport) or driving licence to the Appointment;
 - 6.5.3. pay the Fee in accordance with the Agreement;
 - 6.5.4. disclose to Meliva all information that is reasonably likely to be relevant to the provision of the Service, including truthful and complete information about their medical condition, past health care and other services and medications taken;

- 6.5.5. provide all assistance to Meliva in the course of providing the Service, including following instructions and directions given by Meliva;
- 6.5.6. use Meliva's equipment and property in a prudent manner and for the intended purpose, following Meliva's instructions and the relevant user manuals.

7. PAYMENT FOR THE SERVICE

- 7.1. The Customer is obliged to pay Meliva a Fee for the Service in accordance with the prices applicable at the time of provision of the Service. Meliva will provide further information on the Services and prices upon the Customer's request. All examinations and analyses prescribed to the Customer or requested by the Customer shall be subject to a fee, i.e. they shall be added to the Appointment fee and/or visit fee. The moment of service provision is deemed to be the time of the Appointment or the time when a procedure, analysis, sample collection for analysis, examination, or other action is performed.
- 7.2. If the expected amount of the Fee is indicated in an agreement between the Parties that can be reproduced in writing (e.g. a treatment plan), the Customer undertakes to pay also for Services (including additional examinations, analyses, procedures, etc.), the need for which was not foreseeable at the time of the conclusion of the agreement, including if new circumstances arise during the provision of the Service. The agreement between the parties (including the treatment plan) shall state the cost of the Services at the time of the agreement. When prices are revised, such revised prices shall be used as a basis and the Service shall be paid for in accordance with the prices in force at the time the Service is provided. The moment of service provision is deemed to be the time of the Appointment or the time when a procedure, analysis, sample collection for analysis, examination, or other action is performed.
- 7.3. The Fee is payable regardless of the outcome of the Service, including if the outcome of the Service is not what the Customer expected.
- 7.4. Payment for the Service shall be made immediately after the provision of the Service by bank card or in cash. In case of use of the Digital Clinic, payment for the Service will be made in accordance with the Digital Clinic Terms and Conditions. If payment is made on the basis of an invoice as agreed by the parties, the Customer undertakes to pay the Fee no later than the due date indicated on the invoice. The Customer is obliged to present any claims relating to the invoice no later than 7 calendar days after receipt of the invoice. After the expiry of the aforementioned period, the Customer shall be deemed to have no objections to the invoice.
- 7.5. The Customer is exempt from payment of the Fee to the extent that the obligation to pay has been validly assumed by another person (e.g. the Health Insurance Fund in the cases and in accordance with the procedure provided for by law, or an insurer).
- 7.6. Upon 30 days' notice, Meliva has the right to unilaterally change the prices of the Services, examinations, procedures, analyses and other operations in accordance with the procedures set out in Section 12.1 of the GTC.
- 7.7. In the event of non-payment of the Fee by the due date, Meliva shall be entitled to authorise third parties to collect the outstanding invoices on Meliva's behalf or to assign the Fee claims to third parties, and to forward the personal data of the Customer and their legal representative necessary for the performance of the obligation to the relevant person. The personal data to be transferred shall only include such personal data as are necessary for the collection of the debt. Such data does not include special categories of personal data, including health data.

8. TERMINATION OF AGREEMENT

- 8.1. The Agreement shall terminate: (i) upon the death of the Customer; (ii) upon conclusion of the provision of the Service; (iii) upon the takeover of the provision of the Service by another service provider; (iv) upon termination of the Agreement by a party to it.
- 8.2. The Customer has the right to terminate the Agreement at any time without giving any reason.
- 8.3. In the event of good cause, for which the healthcare provider cannot be expected to continue to provide the Healthcare Service considering all circumstances, Meliva shall have the right to either terminate the Agreement or, if Meliva deems it reasonably possible, to postpone the provision of the Service for the necessary period of time. Such good cause shall include, inter alia:
 - 8.3.1. The Customer is late or fails to show up at the Appointment;
 - 8.3.2. The Customer or his/her legal representative is under the influence of alcohol and/or drugs, unvaccinated against infectious diseases during the peak of the respective infectious disease outbreak, or has clear symptoms of infectious diseases;
 - 8.3.3. The Customer has a debt to Meliva that has become due and payable, and if the Customer has a debt to Meliva that has been due and payable for at least 60 days, Meliva will not allow the Customer to register for an additional Appointment or other Service;
 - 8.3.4. The Customer does not agree to sign an informed consent form for procedures with increased risk;
 - 8.3.5. The Customer requests a Service: (i) which is not medically justified; (ii) which would result in a greater risk to health than not providing the Service; (iii) which would endanger the health of a Meliva employee or a third party; or (iv) which Meliva is not authorised or competent to provide;
 - 8.3.6. The Customer or its legal representative fails to disclose information necessary for the provision of the Service or to provide other assistance necessary for the provision of the Service, including where there is an irreconcilable difference of opinion between the Customer (or its legal representative) and Meliva which prevents the provision of the Service;
 - 8.3.7. The person providing the service on behalf of Meliva is not able to communicate with the Customer or the Customer's legal representative in a language understood by both parties;
 - 8.3.8. The Customer or their legal representative does not follow good communication practice (e.g. rude behaviour);
 - 8.3.9. Meliva cannot reasonably be expected to provide the Service if, for example: (i) there are unforeseen organisational problems (e.g. staff sickness, technical breakdowns, delivery difficulties or other obstacles to the provision of the Service, e.g. a person with the necessary expertise providing the Service on behalf of Meliva leaves their job and there is no necessary replacement); (ii) there is a staff strike; (iii) the provision of the Service is prevented by force majeure;
 - 8.3.10. The Customer or its legal representative breaches any other obligations under the Agreement, including Meliva's internal procedures/rules.
- 8.4. Termination of the Agreement shall not affect obligations that have become due and payable prior to the termination of the Agreement. Among other things, the Customer and, where applicable, its legal representative, shall be obliged to pay Meliva the full amount of the Fees for the Services provided.

9. LIABILITY

- 9.1. Meliva provides Healthcare Services in accordance with the general state of medical knowledge and treatment guidelines. Meliva does not guarantee the Customer's recovery or the success of the procedure.
- 9.2. Meliva is liable only for negligent breach of obligations, in particular for errors in diagnosis and treatment and for breach of the obligation to inform and obtain the consent of the Customer. Meliva shall also be liable for the actions of persons assisting it and for errors in the equipment used in the provision of the Healthcare Services.
- 9.3. Meliva will not be liable for any adverse consequences or damages arising out of the provision of the Service if (i) the Customer has been informed of the potential risks and consequences and has consented to the provision of the Service; (ii) it is caused by the Customer's breach of the duty to provide information or to cooperate, including if the Customer fails to follow Meliva's instructions in preparing for the Service or provides incorrect, incomplete or misleading information about their self or their health.
- 9.4. The Client is obligated to prove the circumstances underlying Meliva's liability, except in cases where the provision of the Healthcare Service to the Client has not been properly documented.
- 9.5. Meliva has a valid compulsory healthcare provider's liability insurance policy. Details of the insurer, the period of cover and the amounts insured, and the procedures for notifying an insured event, are described in Section 10.1 of the GTC. The terms and conditions of the liability insurance are governed by the Compulsory Liability Insurance of Healthcare Providers Act.
- 9.6. The statute of limitations for a claim for damages arising from the provision of the Healthcare Service is three years from the time when the Customer became aware of the breach of the obligation and the damage caused by Meliva in connection with the provision of the Healthcare Service.
- 9.7. If Meliva refers the Customer to a third-party service provider in course of provision of the Service, the Customer shall enter into a separate service agreement with that service provider and Meliva shall not be liable for the services provided by that service provider.
- 9.8. If the Client has limited active legal capacity, the representative of the Client with limited active legal capacity is also considered a party to the Agreement with respect to the Client's financial obligations arising from the Agreement. This means that in the case of a Client with limited active legal capacity, both the Client and the Client's representative are responsible for fulfilling the financial obligations under the Agreement.
- 9.9. The supervision of the Healthcare Services provided by Meliva is carried out by the Health Board.

10. FEEDBACK, SUGGESTIONS, COMPLAINTS, NOTIFICATION OF LIABILITY INSURANCE INCIDENTS

- 10.1. The Customer has the right to submit feedback, suggestions, and complaints to Meliva in accordance with the Complaints, Patient Safety and Liability Insurance Claims Procedure available on the Website.
- 10.2. The procedure for notifying of an insured event under Meliva's compulsory liability insurance of healthcare service provider is established in accordance with the procedure referred to in Section 10.1 of the GTC.

11. PROCESSING OF PERSONAL DATA

- 11.1. Meliva processes the Customer's personal data in accordance with the Estonian and European Union legislation on the protection of personal data. More detailed information can be found in the General Terms for Processing Personal Data, which are available on the Website.

12. CHANGES

- 12.1. Meliva reserves the right to amend the GTC (including the list and prices of Services offered) by giving at least 30 calendar days' notice through the Website. If the Customer does not agree with the amendments, the Customer has the right to terminate the Agreement without prior notice before the amendments come into effect. Termination of the Agreement does not affect obligations that have become due before termination. If the Customer does not terminate the Agreement before the amendments come into effect, the Customer is deemed to have accepted the amendments.

13. APPLICABLE LAW AND JURISDICTION

- 13.1. The law of the Republic of Estonia shall apply to the Agreement. Disputes arising out of the Agreement shall be settled by negotiation, failing which they shall be settled by the courts, the court of first instance being the Harju County Court, unless the applicable legislation provides otherwise for compulsory jurisdiction.
- 13.2. Alternative dispute resolution options are described in the Complaints, Patient Safety and Liability Insurance Claims Procedure available on the Website.