

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF HEALTH CARE SERVICE In force as of 14.10.2022

Dear Patient,

These General Terms and Conditions for the Provision of Health Care Service (hereinafter referred to as the **Terms**) apply to all health care services (hereinafter **Services**) provided by OÜ LOOTE ULTRAHELISKRIINING (hereinafter **Loote Ultraheliskriining**; registration code 11665665). If special terms and conditions (including, but not limited to, the terms and conditions provided for in the act of counselling on the specific Service) are additionally applied to the Service, these Terms apply to the Service to the extent that they are not in conflict with the special terms and conditions.

1. GENERAL PROVISIONS

- 1.1 These Terms regulate the rights, obligations and liability of the patient and the health care service provider upon the provision of the Services on the basis of activity licence number L03850 for the provision of specialised medical care by OÜ Loote Ultraheliskriining.
- 1.2 The Services include all the health care services provided to the patient by Loote Ultraheliskriining.

2. PROCEDURE FOR PROVISION OF SERVICES

- 2.1. Loote Ultraheliskriining provides the Services to the patient at the time and place agreed beforehand. In order to receive the Services of Loote Ultraheliskriining, the patient registers for an appointment at Loote Ultraheliskriining, either through a means of communication (e.g. on the website www.ultraheli.ee, by telephone or e-mail) or at the reception desk of the place of business of Loote Ultraheliskriining or by any other means Loote Ultraheliskriining makes available to patients for making appointments. The patient has been registered for the Service and a contract for the provision of the Service (i.e. a contract for the provision of health care services within the meaning of § 758 of the Law of Obligations Act) has been entered into between the patient and Loote Ultraheliskriining, provided that Loote Ultraheliskriining has provided the patient with a confirmation to this effect via means of communication.
- 2.2. The Patient confirms their acceptance of the Terms by any means of communication (e.g. on the website www.ultraheli.ee) and/or by arriving for the appointment at the agreed time and place to use the Service.
- 2.3. The patient has the right to cancel their appointment up to 24 hours before the scheduled appointment.

3. RIGHTS AND OBLIGATIONS OF LOOTE ULTRAHELISKRIINING

- 3.1. Loote Ultraheliskriining has the right to:
 - 3.1.1. require the patient to provide true and complete information about their state of health;
 - 3.1.2. establish and require patients to comply with the internal rules governing the conduct of patients at the place of business of Loote Ultraheliskriining;
 - 3.1.3. require the patient to give or withdraw consent in writing or in a format that can be reproduced in writing;
 - 3.1.4. change the time of the appointment registered by the patient for organisational or other reasons by contacting the patient as soon as possible and offering the patient a new appointment;
 - 3.1.5. stop providing the Service to the patient if it becomes evident that the Service is contraindicated for the patient or if, on medical grounds, the provision of the Service is not in the best interests of the patient in the opinion of Loote Ultraheliskriining;
 - 3.1.6. receive a fee for the provision of the Service in accordance with the price list or a special agreement with the patient.
- 3.2. Loote Ultraheliskriining is obliged to:
 - 3.2.1. provide the Service in accordance with the general state of the art in medicine at the time of

- provision of the Service and with the care normally expected of Lootel Ultraheliskriining and in accordance with the requirements for the provision of the Services set out in legislation;
- 3.2.2. inform the patient of the results of the examination and the patient's state of health, the possible diseases identified and their course, the availability, nature and purpose of the necessary health care service, the risks and consequences of its provision and other possible health care services. At the request of the patient, Lootel Ultraheliskriining must provide this information in a format that can be reproduced in writing. If the patient refuses to receive such information, Lootel Ultraheliskriining may withhold the information only if the legitimate interests of the patient or others would not be prejudiced;
 - 3.2.3. inform the patient of any limitations before, during and after the provision of the Service that have a significant bearing on the provision of the Service and affect the outcome of the provision of the Service;
 - 3.2.4. duly document the provision of the Service to the patient and keep the relevant documents in accordance with the procedure and under the conditions laid down by law;
 - 3.2.5. keep confidential any personal data of the patient disclosed in the course of providing the Service, including data about the patient's medical condition.
- 3.3. Lootel Ultraheliskriining does not guarantee the patient's recovery, the success of the Service or that the outcome of the Service will fully meet the patient's expectations.

4. RIGHTS AND OBLIGATIONS OF PATIENT

- 4.1. The Patient has the right to:
- 4.1.1. receive information about the nature of the Service, indications and contraindications, including risks and other necessary medical services. The information may be verbal or, at the patient's request, in a format that can be reproduced in writing;
 - 4.1.2. receive information on the results of medical examinations and on the state of health of the patient and their foetus identified during the provision of the Service as well as on any diseases identified and their course;
 - 4.1.3. designate the persons entitled to receive information about their health;
 - 4.1.4. access documents relating to the provision of the Service and obtain copies of them at their own expense, unless otherwise provided by law. The patient submits a request for a copy of the documents.
- 4.2. The Patient is obliged to:
- 4.2.1. disclose to Lootel Ultraheliskriining to the best of their knowledge all facts necessary for the provision of the Service and provide such assistance as Lootel Ultraheliskriining may require for the provision of the Service;
 - 4.2.2. provide Lootel Ultraheliskriining with true and complete information about their medical condition, including all information about previous medical services provided and medicines taken;
 - 4.2.3. arrive for the appointment at the time agreed with Lootel Ultraheliskriining, bringing an identity document with a photo (ID card, passport or driving licence);
 - 4.2.4. adhere precisely to the instructions given upon provision of the Service;
 - 4.2.5. immediately inform Lootel Ultraheliskriining of any complications arising as a result of the Service and contact Lootel Ultraheliskriining for further consultation;
 - 4.2.6. pay the fee to Lootel Ultraheliskriining in accordance with the price list for the specific service and Chapter 5 of the General Terms and Conditions;
 - 4.2.7. comply with the internal rules of Lootel Ultraheliskriining and respect the rights and interests of other patients.

5. FEE

- 5.1. The patient undertakes to pay the price of the Service at the reception desk of the place of business of

Loote Ultraheliskriining no later than on the day the Service is provided in accordance with the invoice issued by Loote Ultraheliskriining, unless agreed otherwise.

- 5.2. Unless otherwise agreed by the parties in a format that can be reproduced in writing, the price of the Service is determined on the basis of the price list of Loote Ultraheliskriining in force on the date of confirmation of the registration, which is available at the place of business of Loote Ultraheliskriining and on its website.
- 5.3. Loote Ultraheliskriining has the right to amend the price list unilaterally. The amendments will enter into force as of the publication of the price list at the place of business of Loote Ultraheliskriining and on its website.

6. PERSONAL DATA PROTECTION

- 6.1. Loote Ultraheliskriining processes the patient's personal data in accordance with applicable legislation and the privacy policy of Loote Ultraheliskriining.
- 6.2. Loote Ultraheliskriining and the persons involved in the provision of the Service undertake to maintain the confidentiality of any information about the identity and health of the patient that they may have obtained in the course of providing the Service or in the performance of their duties and to ensure that information documented about the patient is not disclosed to unauthorised persons, unless the patient has consented to this. The confidentiality obligation may be waived to a reasonable extent if the patient would be in danger of causing significant harm to themselves or to others if the information is not disclosed.

7. LIABILITY

- 7.1. Loote Ultraheliskriining and the healthcare professional involved in the provision of the Service are only liable for a breach of their obligations if the breach is caused by the fault of Loote Ultraheliskriining or the healthcare professional, i.e. negligence, gross negligence or intent. Loote Ultraheliskriining and the healthcare professional are liable in particular for errors in diagnosis and treatment and for breaches of the obligation to inform the patient and obtain the patient's consent as well as for the actions of persons assisting the healthcare professional and for errors in the equipment used in the provision of the Services.
- 7.2. Loote Ultraheliskriining is not liable for the Patient's loss of income or non-material damage.
- 7.3. The liability of Loote Ultraheliskriining is financially limited to three times the amount paid for a specific Service.
- 7.4. Loote Ultraheliskriining is not liable for damages if the patient violated the instructions given by Loote Ultraheliskriining or the healthcare professional prior to, during and after the provision of the Service, follow-up instructions or other obligations of the patient important from the viewpoint of the provision of the Service.
- 7.5. The factual basis for the liability of Loote Ultraheliskriining and the persons involved in the provision of the Service must be proven by the patient, unless the provision of the Service to the patient is not properly documented.
- 7.6. The disclaimers and limitations of liability set out in this clause do not apply to the extent that the liability of Loote Ultraheliskriining cannot be limited under the law.

8. NOTICES

- 8.1. Any notices and communications between the parties relating to the provision of the Service (hereinafter **Notices**) are given directly, by telephone, post or electronic mail. Notification of a breach related to the provision of the Service is given only in writing or in a format that can be reproduced in writing.
- 8.2. The patient undertakes to inform Loote Ultraheliskriining immediately of any change in their contact details. Until a notice on changes in the contact details of the patient is received, all the notices sent to the contact address (including e-mail address) given earlier are deemed properly sent.
- 8.3. All notices relating to the provision of the Service are deemed to have been received by the other party: (i) if delivered by post or courier, on the third business day after posting, unless the notice was actually received earlier; (ii) if delivered by hand, on the day of delivery; (iii) if delivered by e-mail, on the day after it was sent.

9. EXPIRY OF SERVICE PROVISION CONTRACT

- 9.1. The service provision contract expires with the factual termination of the provision of the Service, whereby all activities carried out by Lootte Ultraheliskriining for the purpose of the provision of the Service, or which the patient is obliged to carry out (e.g. following the instructions of Lootte Ultraheliskriining), are deemed to be a part of the provision of the Service.
- 9.2. The service provision contract also expires if the Service is taken over by another health care service provider or if the contract for the provision of the Service is cancelled by either party.
- 9.3. The patient may terminate the Service contract at any time.
- 9.4. Lootte Ultraheliskriining may cancel the service provision contract (or alternatively unilaterally request the postponement of the provision of the Service) for a good reason, due to which Lootte Ultraheliskriining cannot reasonably be expected, all circumstances considered, to continue to provide the Service, in particular if:
 - 9.4.1. the patient is late in paying for the Service;
 - 9.4.2. the patient breaches the service provision contract or any other instructions given by Lootte Ultraheliskriining;
 - 9.4.3. the patient fails to comply with the obligation to provide information or Lootte Ultraheliskriining has reasonable grounds to believe that the patient has provided false information or the patient otherwise breaches the obligation to assist in the provision of the Service;
 - 9.4.4. the patient arrives for the appointment while intoxicated or incompetent or otherwise refuses to comply with the orders of Lootte Ultraheliskriining;
 - 9.4.5. based on medical considerations, the provision of the Service is not in the best interests of the patient in the opinion of Lootte Ultraheliskriining;
 - 9.4.6. the patient cancels an appointment less than 24 hours before the scheduled time or fails to appear for the provision of the Service at the agreed time in the place for provision of the Service on two or more occasions.
- 9.5. The expiry of the service provision contract does not relieve the patient of the obligation to pay for the Services already provided. The expiry of the service provision contract does not affect the validity of the parts of the Terms that, by their nature, are intended to survive the termination of the service provision contract termination, in particular clauses 5, 6, 7, 8 and 10 of the Terms.

10. FINAL PROVISIONS

- 10.1. The service provision contract and the agreements concluded between Lootte Ultraheliskriining and the patient are governed by the law of the Republic of Estonia.
- 10.2. All disputes between Lootte Ultraheliskriining and the patient concerning the provision of the health care service will be settled in Harju County Court if Lootte Ultraheliskriining and the patient cannot reach an agreement through negotiations.
- 10.3. Lootte Ultraheliskriining may unilaterally amend the Terms at any time due to changes in legislation, changes in the content of the services of Lootte Ultraheliskriining or changes in the business model of Lootte Ultraheliskriining. The Terms in force at the time of registration for the Service apply to the provision of the Service and are made available to the patient at the time of registration or at the latest when registration is confirmed.