

## **GENERAL TERMS AND CONDITIONS OF HEALTH CARE SERVICES**

### **1. GENERAL**

- 1.1. These general terms and conditions of health care services (hereinafter the **General Terms**) govern the rights, obligations and liability of the client and the health care service provider upon the provision of health care services (hereinafter the **Services**) by Aktsiaselts Nova Vita Kliinik (registry code 10285009, activity licence for the provision of specialised medical care no. L05273, activity licence for the provision of midwifery care no. L04835, hereinafter the **Clinic**).
- 1.2. The General Terms accompany the agreement for provision of health care services (hereinafter the **Agreement**) concluded between the Clinic and the client (hereinafter the **Patient**) and form an integral part thereof.
- 1.3. The Services include all the health care services provided to the Patient by the Clinic, irrespective of whether the Services are provided at an appointment or remotely and irrespective of whether the Services are compensated by the Estonian Health Insurance Fund.
- 1.4. The Service of artificial fertilisation of the Patient within the meaning of the Artificial Insemination and Embryo Protection Act is subject to Section 3 of the General Terms. Section 3 shall not apply to other Services provided by the Clinic. The remaining sections of these General Terms are applicable to all the Services irrespective of the nature thereof.

### **2. PROVISION OF SERVICES**

- 2.1. The Clinic shall provide the Services to the Patient at the time and location agreed in advance. To receive the Clinic's services, the Patient shall make an appointment at the Clinic through online registration (incl. national digital registration) or by phone or e-mail or at the Clinic's reception desk or by other means that the Clinic offers to the Patients for appointment scheduling. The Patient is registered to receive services and an Agreement is concluded between the Patient and the Clinic (i.e. contract for provision of health care services within the meaning of section 758 of the Law of Obligations Act) after the Clinic provides a relevant e-mail confirmation to the Patient.
- 2.2. The Patient confirms their acceptance of the General Terms by confirming the acceptance by means of distance communication and/or by coming to an appointment for using the Services at the agreed time and place.
- 2.3. The Patient has the right to cancel their appointment up to 24 hours prior to the scheduled appointment time. If the Patient cancels an appointment less than 24 hours before the scheduled appointment time, the Clinic shall have the right to claim a contractual penalty from the Patient under section 8.6 of the General Terms.
- 2.4. The Patient is required to provide the Clinic true and complete information on their state of health and at the request of the Clinic to fill in a health form prior to the first appointment.

- 2.5. The Clinic is not obliged in the course of providing the Services to explain commonly known or very rare risks or risks of which it is not aware at that moment, even if such risks become known at a later stage. The Patient may request the Clinic to provide information on the availability, nature and purpose of the Services and the associated risks and consequences in a format which can be reproduced in writing.

### **3. ARTIFICIAL FERTILISATION OF PATIENTS**

- 3.1. Among other Services, the Clinic provides the Service of artificial fertilisation of Patients. Artificial fertilisation of a Patient comprises acts which are performed with the aim of conception and in the course of which the sperm of a man or an embryo created *in vitro* is transferred to a woman.
- 3.2. Artificial fertilisation is permitted only at the request of adult women of up to 50 years of age who have active legal capacity and give the Clinic their consent for the procedure, and only if the procedure is justified by medical reasons. A woman has the right to refuse to undergo artificial fertilisation until it is actually carried out and withdraw her consent.
- 3.3. A Patient can be artificially fertilised by insemination with the sperm of her husband, any other specific man or a donor, *in vitro* fertilisation of her ova or impregnation with an embryo originating from an ovum of another woman. Depending on the method of artificial fertilisation, the persons participating in artificial fertilisation must provide their consent to participate in artificial fertilisation in accordance with Chapter 3 of the Artificial Insemination and Embryo Protection Act. A man has the right to withdraw his consent in writing until the beginning of the procedure of artificial fertilisation.
- 3.4. The Patient shall immediately notify the Clinic of any changes relating to the persons participating in artificial fertilisation which could affect the permissibility of artificial fertilisation. This includes, but is not limited to, the Patient's obligation to notify the Clinic of the death of a person participating in artificial fertilisation or of the Patient's divorce.
- 3.5. The decision on necessity and permissibility of artificial fertilisation is made by a doctor at the Clinic, having regard to the Patient's reasons for artificial fertilisation and the procedure provided by the law. If a doctor at the Clinic has already commenced artificial fertilisation of the Patient, the doctor may interrupt the procedure if medical contraindications become evident.
- 3.6. Prior to artificial fertilisation and after identifying the medical indications, a doctor at the Clinic shall explain the biological and medical nature of and the possible risks related to artificial insemination and the legal bases and consequences of artificial insemination to the Patient. A corresponding report on counselling shall be made in two original counterparts, one for the Patient and the other for the Clinic.
- 3.7. Prior to artificial fertilisation the Patient (both the woman and the man) must sign the informed consent form. Prior to any action in the course of which the sperm of a man or an embryo created *in vitro* is transferred to a woman, the woman, being the recipient thereof, must sign each time the consent for the particular transplantation.

- 3.8. The Patient is aware that artificial fertilisation may not result in pregnancy.
- 3.9. The Patient is aware that although studies have not shown artificial fertilisation in itself to significantly increase risks during pregnancy or the likelihood of a child being born with a disability, certain unexpected and inevitable complications may nevertheless occur.
- 3.10. The Patient is aware that unexpected technical issues (equipment failure or other technical issues) may be encountered during artificial fertilisation and these may result in failure of artificial fertilisation or affect the likelihood of achieving pregnancy.
- 3.11. The Patient is aware that the donors of donor sperm acquired from Danish sperm banks have not undergone testing for *Trichomonas vaginalis* and acknowledges the risks relating thereto.

#### **4. RIGHTS AND OBLIGATIONS OF THE CLINIC**

- 4.1. The Clinic has the right to:
- (a) require the Patient to provide accurate and complete information on the Patient's state of health;
  - (b) establish internal rules regulating the conduct of Patients at the Clinic's place of business and require Patients to comply with these rules;
  - (c) change the Patient's scheduled appointment time due to the Clinic's organisational or other reasons by contacting the Patient as soon as possible and offering a new appointment time to the Patient;
  - (d) terminate the provision of Services to the Patient if it becomes apparent that the Services are contraindicated for the Patient or if the Clinic's medical considerations show that providing the Services is not in the Patient's interest;
  - (e) charge a fee for the Services according to the pricelist or under a special agreement concluded with the Patient.
- 4.2. The Clinic undertakes to:
- (a) provide Services in conformity with the general level of medical science at the time the Services are provided and with the diligence that can normally be expected of the Clinic, and in compliance with legal requirements relating to the Services;
  - (b) inform the Patient of the results of their examination and the state of their health, any possible illnesses identified and the development thereof, the availability, nature and purpose of the health care services required, the risks and consequences associated with the provision thereof and of other available health care services. At the Patient's request, the Clinic shall provide the said information in a format which can be reproduced in writing;
  - (c) inform the Patient of any restrictions applicable before, during or after the provision of Services if these may significantly affect the provision of Services and the outcome of Services;

- (d) appropriately document the provision of Services to the Patient and store the corresponding documents pursuant to the procedure and under the conditions provided by the law;
  - (e) maintain the confidentiality of the Patient's personal data obtained during the provision of Services, including information on the Patient's state of health;
- 4.3. The Clinic provides no warranty that the Patient shall recover, that the Services are successful or that the results of the Services fully meet the Patient's expectations.

## **5. RIGHTS AND OBLIGATIONS OF THE PATIENT**

5.1. The Patient has the right to:

- (a) receive information on the nature of the Services, the associated risks and of other available health care services. This information may be provided orally or, at the Patient's request, in a format which can be reproduced in writing;
- (b) withdraw the consent given for the provision of the Services within the reasonable time after giving such consent. When the Patient comes to an appointment for using the Services at the agreed time and place, the Clinic presumes that the Patient has given consent for the provision of the Services;
- (c) receive information on the results of their medical examination and the Patient's state of their health as identified during the provision of Services, as well as any possible illnesses identified and the development thereof;
- (d) designate the persons entitled to receive information on their state of health;
- (e) examine the documents relating to the provision of Services and receive copies thereof at their own expense, unless the law provides otherwise and unless the Clinic has legal grounds to refuse the issue of the copies. To receive copies of documents, the Patient shall submit a relevant application.

5.2. The Patient undertakes to:

- (a) disclose to the Clinic all circumstances which, according to their best understanding, are necessary for the provision of Services, and provide any assistance which the Clinic requires to perform the Agreement;
- (b) provide accurate and complete information on their state of health to the Clinic, including all information on health care services previously received and medicinal products currently used;
- (c) show up at the appointment at the time agreed with the Clinic, carrying a photo identity document;
- (d) precisely follow all instructions received during the provision of Services;
- (e) immediately notify the Clinic of any complications relating to the Services and contact the Clinic for further consulting;
- (f) pay the Clinic's fee in accordance with the Agreement and Chapter 6 of the General Terms;
- (g) follow the Clinic's internal rules and respect the rights and interests of other Patients.

## **6. FEE**

- 6.1. The Patient shall pay the agreed fee for the provided Services as prepayment to the Clinic's account or at the reception desk of the Clinic's place of business not later than on the date of provision of the Services and according to an invoice issued by the Clinic.
- 6.2. Unless the parties have agreed otherwise in a format which can be reproduced in writing, the price of Services shall be based on the Clinic's current price list at the time of provision of the Services, made available at the Clinic's place of business and on its website.
- 6.3. The Clinic has the right to unilaterally change the price list with future effect. The changes shall enter into force as of making the new price list available at the Clinic's place of business and on its website.

## **7. DATA PROTECTION**

- 7.1. The Clinic shall process the Patient's personal data in compliance with applicable legislation and according to the Clinic's Privacy Policy.
- 7.2. The Clinic and persons participating in the provision of Services shall maintain the confidentiality of information concerning the identity of the Patient and their state of health which has become known to them in the course of providing the Services or performing their duties and shall ensure that the information documented for the Patient does not become known to other persons, except with the Patient's consent. Reasonable deviations from the duty of confidentiality are permitted if failure to disclose the information could result in the Patient significantly damaging themselves or other persons.

## **8. LIABILITY**

- 8.1. The Clinic and the healthcare professional providing the Services shall be liable for breaches of their duties only if a breach is due to the Clinic's or healthcare professional's fault, i.e. caused by negligence, gross negligence or intention. The Clinic and the healthcare professional shall notably be liable for errors in diagnosis and treatment and for breach of the obligation to inform patients and obtain their consent, as well as for the actions of persons assisting the healthcare professional and faults in the equipment used for providing the Services.
- 8.2. The Clinic shall not be liable for the Patient's lost revenue or any non-patrimonial damage.
- 8.3. The Clinic's financial liability shall be limited with regard to the particular Service (procedure) to triple the amount paid under the Agreement for such particular Service (procedure).
- 8.4. The Clinic shall not be liable for any damage caused by the Patient's failure to observe the Clinic's or healthcare professional's instructions before, during or after the provision of Services, or post-care guidance or other obligations of the Patient that are relevant to the Services.

- 8.5. The Patient must prove any circumstances underlying the liability of the Clinic or the healthcare professional, unless the provision of Services to the Patient has not been documented as required.
- 8.6. If the Patient cancels an appointment less than 24 hours before the scheduled appointment time or fails to show up at the place where Services are provided according to the Agreement, the Clinic shall have the right to claim a contractual penalty from the Patient under the provisions of this section. If the Services are not compensated by the Estonian Health Insurance Fund, the the Clinic may claim a contractual penalty amounting to 80% of the price of the Services from the Patient. If the Services are compensated by the Estonian Health Insurance Fund, the the Clinic may make the performance of further Agreements or the provision of Services to the Patient subject to payment of a contractual penalty amounting to double the appointment fee set out in the Health Insurance Act. The Clinic may not claim a contractual penalty from the Patient if the Patient cancels an appointment because it has become apparent that the scheduled Services are contraindicated for the Patient or medical considerations show that providing the Services is not in the Patient's interest.
- 8.7. The exclusions and limitations of liability set out in this section shall only apply to the extent to which limitations of the Clinic's liability are permitted by the law.

## **9. NOTIFICATIONS**

- 9.1. The Parties shall exchange information and declarations of intent (hereinafter **Notifications**) relating to the Agreement in person, by phone, by mail or e-mail. Any breaches of the Agreement shall be notified only in writing or in a form reproducible in writing.
- 9.2. The Patient undertakes to immediately notify the Clinic of any changes of their contact details. Until receiving notice of a change of the Patient's contact details, all Notifications sent to the previous contact address (including e-mail address) shall be deemed duly delivered.
- 9.3. All Notifications relating to the Agreement are deemed received by the other party as follows: (i) if sent by mail or courier, on the third working day after mailing, unless the Notification is actually received earlier; (ii) if delivered by hand, on the day of delivery; (iii) if sent by e-mail, on the following day after mailing.

## **10. TERMINATION**

- 10.1. The Agreement shall terminate when the provision of Services has ended, whereupon all activities following the Services, whether undertaken by the Clinic for the purpose of providing the Services or undertaken by the Patient (including following the Clinics' instructions) shall be deemed a part of the Services.
- 10.2. The Agreement shall terminate when another provider of health care services assumes the provision Services or if a party cancels the Agreement.
- 10.3. The Patient may cancel the Agreement at any time. If the cancellation occurs less than 24 hours before the scheduled appointment time, the Clinic shall have the right to claim a contractual penalty from the Patient under section 8.6 of the General Terms.

- 10.4. The Clinic may cancel the Agreement (or alternatively, unilaterally request the postponement of Services) only with a good reason due to which the Clinic cannot, taking into account all the circumstances, be expected to continue providing the health care services, notably if:
- (a) the Patient's has not paid for the Services in due time;
  - (b) the Patient fails to perform the Agreement or follow other instructions received from the Clinic;
  - (c) the Patient fails to provide the information required or the Clinic has reason to believe that the Patient has provided false information, or if the Patient otherwise breaches the obligation to provide assistance for the provision of Services;
  - (d) the Patient shows up at an appointment in an intoxicated or inadequate state or otherwise fails to follow the Clinic's instructions;
  - (e) the Clinic's medical considerations show that providing the Services is not in the Patient's interest;
  - (f) the Patient cancels an appointment less than 24 hours before the scheduled appointment time or fails to show up at the place and time of providing the agreed Services at least twice.
- 10.5. Termination of the Agreement shall not relieve the Patient from their obligation to pay for any Services already provided. The validity of parts of these General Terms which are, by their nature, intended to survive termination of the Agreement, notably sections 5, 6, 7, 8 and 9 of the General Terms, shall not be affected by termination of the Agreement.

## **11. FINAL PROVISIONS**

- 11.1. The Agreement between the Clinic and the Patient is governed by Estonian law.
- 11.2. Any disputes between the Clinic and the Patient arising from this Agreement or relating to the provision of Services shall be resolved in Harju County Court if the Clinic and the Patient are unable to reach an agreement by negotiations.
- 11.3. The Clinic may unilaterally amend the General Terms due to changes in legislation or changes in the Clinic's services or its business model. The Clinic shall make the amended General Terms available at its place of business and on its website and shall notify the Patient thereof at least in a format that can be reproduced in writing. The provision of Services shall be governed by the General Terms in force at the time of providing the Services.