

General terms and conditions for provision of dental care services

These general terms and conditions set down the rights, obligations and liability of Sakala Hambaravi (Bluegate OÜ, registry code 10871635, address Kotka 12, Tallinn 11315, hereinafter: **Sakala Hambaravi**) and a patient of Sakala Hambaravi (hereinafter: **Patient**) during the provision of dental care services to the Patient.

In matters not regulated in these general terms and conditions, the provisions of the Law of Obligations Act, the Health Care Services Provision Act, other legislation and legal acts adopted based on them apply.

1. Making an agreement and registration to the service

- 1.1. A patient can book an appointment, procedure and other service (hereinafter: **Service**) at the clinic, by phone, via the Internet, on Sakala Hambaravi website, or via Sakala Hambaravi mobile application by using a smart phone.
- 1.2. A preliminary agreement for the provision of health care service (booking) between Sakala Hambaravi and the Patient shall be deemed concluded upon the Patient registering to the Service. The Patient has the right to receive health care service at the previously registered time based on the preliminary agreement for the provision of health care service (booking).
- 1.3. The agreement for the provision of health care service consists of these general terms and conditions, an agreement made with the Patient orally or in writing and the procedures, instructions and requirements established at Sakala Hambaravi that have been communicated to the Patient.
- 1.4 Upon registering to the service, the Patient agrees to adhere to the conditions for the provision of the Service.

2 Conditions for the provision of the Service

- 2.1 The Patient shall pay for health care service provided to him/her in accordance with the price list established by Sakala Hambaravi. The Patient can examine the estimated price list at any time on the Internet site of Sakala Hambaravi. The precise price of the service provided will be clarified after the provision of the service.
- 2.2. Sakala Hambaravi has the right to demand the Patient to make a prepayment in a reasonable amount that does not exceed 20% of the planned Service price.
- 2.3. Sakala Hambaravi has the right to amend the price list at all times at its own discretion. In regard of the Service that the Patient registered to, regardless of the amended price list, the Patient will be applied the price of the Service valid at the time the Service is provided. The price applied to the following possible Services shall be the prices included in the amended price list.
- 2.4. The Patient will be informed of the precise amount to be paid by the Patient right after the provision of the Service and the Patient has to pay for the Service right after the provision of the Service at the reception of Sakala Hambaravi. Before the provision of the Service, the Patient has, upon his/her request, the right to examine the estimated price list of the provided Service. If the Patient so requests, Sakala Hambaravi will issue

the plan of treatment and price estimate when planning the dental care service.

- 2.5 If the patient has prepaid for the Service and fails to be present at the place of provision of the Service without giving a good reason at least two (2) times and does not cancel the appointment during the prescribed time, Sakala Hambaravi has the right not to return the Patient the prepaid amount and consider it to go towards the preparatory costs incurred for the provision of the Service.
- 2.6. If the Patient delays with the payment for the Service, Sakala Hambaravi has the right to demand the Patient to pay a penalty for delay 0.07% per a day on the outstanding amount for each day delayed until the entire amount has been paid. Sakala Hambaravi has the right to give the claims it holds against the Patient over to a collection company.
- 2.7 Sakala Hambaravi has the right to refuse to provide the Service to a Patient, including registration for the provision of the Service if the Patient has failed to pay the relevant amounts or the Patient has any debts before Sakala Hambaravi or the provision of the Service is in conflict with these general terms and conditions or there exist some other circumstances specified in legislation.
- 2.8. Sakala Hambaravi shall not be responsible for items that the Patient has brought along to the premises of Sakala Hambaravi.

3. Rights and obligations of the Parties

3.1. Sakala Hambaravi shall:

- 3.1.1. inform the Patient, upon his/her request, about the results of the Patient's examination, the content, purpose and objectives of the offered Service, risks and consequences that the Patient is exposed to due to the provision of such Service;
- 3.1.2. provide the Patient health care service that meets the general level and understanding of dentistry during the time of provision of the Service and with due care generally expected from a health care provider;
- 3.1.3. create a safe and secure treatment environment;
- 3.1.4. document the Service as prescribed in the established requirements.

3.2. Sakala Hambaravi has the right to:

- 3.2.1. unilaterally change the time booked by the Patient due to reasons related to the work organisation at Sakala Hambaravi or some other good reason. Sakala Hambaravi will inform the Patient about the change in his/her booked appointment time, including replacement of the dentist with another dentist, using the same method of communication the Patient used for booking the Service;
- 3.2.2. refuse to provide the Service to the Patient or stop providing the Service if the Patient does not agree with the terms and conditions of the agreement for the provision of health care service or breaches them or if the Patient recurrently ignores any instructions given by the health care provider without which, in the opinion of the provider of the health care service, the provision of the Service is not reasonable, or without which, in the opinion of the provider of health care service, it is not possible to achieve the objective of the Service;

- 3.2.3. refuse to provide the Service if the Patient comes to the appointment intoxicated, is inadequate or does not agree, for some other reason, with reasonable instructions given by the personnel of Sakala Hambaravi, or repeatedly acts rudely or aggressively (including towards third persons that are present on the premises of Sakala Hambaravi);
- 3.2.4. refuse to provide the Service to the Patients that have failed to come to their booked appointment more than five (5) times without following the set rules;
- 3.2.5. ask the patients that have cancelled their treatment time more than two (2) times without informing about it in advance a fee of 40 euros to continue treatment.
- 3.3. The Patient has the right to:
- 3.3.1. actively participate in making the decisions regarding the Service, be involved in the process of provision of the Service, give a consent for the Services to be provided or refuse them. If the Patient agrees to start treatment, it shall be deemed to be the Patient's consent to start with the provision of the Service. By giving his/her consent, the Patient shall be considered informed and aware of the potential risks and consequences related to the provision of the Service;
- 3.3.2. cancel the appointment time booked by the Patient without giving any reason following the term of advance notice advance established in the general terms and conditions.
- 3.4. The Patient shall:
- 3.4.1. inform Sakala Hambaravi of all relevant circumstances related to the provision of the Service and provide aid that Sakala Hambaravi requires for the provision of the Service. The Patient has to disclose all circumstances about his/her health necessary for the provision of the Service, including disclose all health information necessary for the provision of the Service, which includes information about medication that the Patient is currently taking or has recently taken, and inform Sakala Hambaravi of all allergies of the Patient.
- 3.4.2. come to Sakala Hambaravi at the agreed time for the provision of the Service. If the Patient cannot come at the agreed time for the Service, the Patient has to inform Sakala Hambaravi thereof at least 48 hours prior to the appointment and during the time of holidays or weekends no later than by 12:00 noon on the previous work day. If the Patient fails to come at the agreed time for the provision of the Service and has not informed Sakala Hambaravi thereof in advance as required, Sakala Hambaravi has the right to demand the Patient to pay a contractual penalty in the prepayment amount or in the amount of the price of the Service the Patient has registered to receive. If the Patient has paid for the Service, i.e. made a prepayment, Sakala Hambaravi has the right not to return the amounts paid by the Patient and consider them contractual penalty.
- 3.4.3. follow, during, before and after the provision of the Service, the medically reasoned treatment, prescriptions and instructions that are prescribed by the health care provider of the Service. Also, follow the written instructions displayed in the premises of Sakala Hambaravi as well as follow the safety rules and instructions given by the provider of the health care service; follow the written and oral instructions given by the health care service provider before the procedures.
- 3.4.4. immediately notify Sakala Hambaravi of any complications that have arisen after

the provision of the health care service or due to failure to follow the treatment plan and instructions given by the health care service provider.

4. Quality of the health care service to be provided

- 4.1 The quality of the Service provided by Sakala Hambaravi meets at least the general level of (dentistry) medicine at the time of provision of the Service and it is provided with usual due care expected from a health care provider.
- 4.2 According to § 766 (2) of the Law of Obligations Act, Sakala Hambaravi shall not promise that the patient will recover or that an examination/operation will be successful. Consequently, Sakala Hambaravi cannot, based on the above provision, give any guarantees regarding the provided Service.

5. Informing the Patient and consent

- 5.1. The Service is provided with the Patient's consent which will be given after the Patient has been informed of the general terms and conditions by the health care provider in accordance with section 3.1.1. It is presumed that by coming to the appointment to receive the Service, the Patient has given his/her informed consent for the health care service to be provided. In case of more extensive treatment and if the patient so wishes, Sakala Hambaravi can prepare a plan of treatment where the treatment to be done is outlined and a price estimate that sets out the volume of procedures to be provided and an estimated price that the parties both sign. This price is only an estimated price and it is not final because there may occur a need for additional treatments in the course of treatment.
- 5.2. After giving his/her consent, the Patient may withdraw his/her consent after a reasonable time. An application about withdrawal of the Patient's consent shall always be in writing.

6. Applicable law. Resolution of complaints

- 6.1. The Patient has the right to file complaints against the provider of the Service. Any disputes arising from the provision of the Service the parties try to resolve by negotiations. If the parties fail to resolve the dispute by negotiations, both parties may turn to Harju County Court for the resolution of such disputes. A complaint can be submitted to Sakala Hambaravi by e-mail to the address info@sakalahambaravi.ee. The complaint of a Patient must include the name of the patient and his/her contact details, the time the service was provided, the circumstances that are the ground for the complaint, and the complaining party's claim against the health care provider. Sakala Hambaravi has the right to call the Patient to an additional appointment in connection with the complaint and if Sakala Hambaravi finds that the complaint is justified, Sakala Hambaravi has the right to correct the deficiencies at their own cost. Sakala Hambaravi will not compensate any damage (incl. return the fee paid for the Service by the patient) if the Patient fails to appear to the additional appointment or unreasonably refuses correction of the deficiencies by Sakala Hambaravi.
- 6.2. Sakala Hambaravi registers all complaints and responds to the Patient's complaint within 30 days from the date of registration of the complaint. The Patient has also the right to file a complaint about the provision of health care service with the Ministry of Social Affairs, Health Insurance Fund, and Health Care Board.
- 6.3. The laws of the Republic of Estonia are applied to matters related to making, executing and interpreting the agreement and resolving disputes arising from it.

7. Liability

- 7.1. Sakala Hambaravi and the person that directly provided health care service are responsible for wrongful breach of their obligations. Sakala Hambaravi shall not be responsible for any negative consequences related to the provision of the Service if the person that directly provided the health care service had informed the Patient of potential risks and consequence and the Patient had given consent for the health care service to be received.
- 7.2. The circumstance that is the ground for the liability of Sakala Hambaravi and the person that directly provided the health care service must be proved by the Patient, except for in case where the provision of the health care service to the Patient was not documented as required.
- 7.3. In case the Patient does not follow before, during or after the provision of the health care service the treatment plan and the instructions of the health care service provider, the Patient shall be responsible for the consequences that arise from failure to follow the treatment plan and the instructions.

8. Data protection

- 8.1. According to § 768 of the Law of Obligations Act, providers of health care services and persons participating in the provision of health care services shall maintain the confidentiality of information regarding the identity of patients and their state of health which has become known to them in the course of providing health care services or performing their official duties. It is permitted to deviate from the above mentioned duty to a reasonable extent if failure to disclose the information could result in the patient significantly damaging himself or herself or other persons or the requirement to disclose is specified by law.
- 8.2. The Patient's personal information is processed in accordance with the Personal Data Protection Act and the EU General Data Protection Regulation. Personal data of the Patient are used only for the purpose of providing the Service to the Patient and related activities (preparing invoices etc.). Third persons are allowed access to the Patient's data only with the Patient's consent. The Patient's consent is not required for forwarding data or giving access to data to persons who have this right pursuant to law.

9. Headings, use of singular and plural

- 9.1. The headings of sections and subsections contained in this agreement are only for convenience of reference and to facilitate reading the text of the agreement. The said headings have no legal effect upon the execution and interpretation of the agreement.
- 9.2. All terms and concepts used in singular contained in this agreement also include plural and *vice versa*, unless the text or concept of the agreement specifies otherwise.

10. Reference and invalidity of provision

- 10.1. Any delay in exercising a contractual right and performing an obligation does not mean a waiver of the relevant right or obligation and not exercising a right separately or partly does not preclude exercising of this right in future or exercising/performing any other right and/or obligation.

10.2. Should a provision of these terms and conditions be invalid because it is in conflict with the law, this will not cause invalidity of the entire agreement or other provisions of the agreement. If such a provision is found, the parties shall make their best efforts to replace the invalid provision with one that is in agreement with the law.