

## **General Terms and Conditions for the Provision of Dental Care Services**

These General Terms and Conditions (hereinafter: **General Terms and Conditions**) set down the rights, obligations and liability of Sakala Hambaravi (Bluegate OÜ, registry code 10871635, hereinafter: **Sakala Hambaravi**) and a patient of Sakala Hambaravi (hereinafter: **Patient**) regarding the provision of dental care services and other 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 Organisation Act, other relevant legislation, and legal acts adopted based on them apply.

### **1. Entering into an agreement and registering for the service**

- 1.1. A Patient can book an appointment, procedure and other service (hereinafter: **Service**) at the clinic, by phone, by e-mail, on Sakala Hambaravi website, or via Sakala Hambaravi mobile application.
- 1.2. A preliminary agreement for the provision of the Service (a booking) between Sakala Hambaravi and the Patient shall be deemed concluded upon the Patient registering for the Service. On the basis of the preliminary agreement (booking) for the provision of the Service, the Patient has the right to receive the Service at the pre-registered time.
- 1.3. The agreement for the provision of the 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 for the Service, the Patient agrees to adhere to the General Terms and Conditions.

### **2 Conditions for the provision of the Service**

- 2.1. The Patient shall pay for the 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 exact price of the Service provided will be determined after the provision of the Service.
- 2.2. Sakala Hambaravi has the right to demand that the Patient make an advance payment that does not exceed 20% of the cost of the planned Service.
- 2.3. Sakala Hambaravi has the right to amend the price list at all times at its own discretion. The Service is subject to the price specified in the price list at the time the Service is provided, regardless of when the Patient registered for the Service.
- 2.4. The Patient will be informed of the precise amount to be paid by the Patient after the provision of the Service, and the Patient has to pay the amount at the reception desk of Sakala Hambaravi after the Service has been provided. Before the provision of the Service, the Patient has, upon his/her request, the right to examine the estimated price list of the Service to be provided. If the Patient so requests, Sakala Hambaravi will issue a treatment plan and price estimate when compiling the plan for the provision of the dental care service.

- 2.5 If the Patient delays making the payment for the Service, Sakala Hambaravi has the right to demand the Patient to pay a penalty for the delay, amounting to 0.07% per day on the outstanding amount for each day delayed, until the entire amount has been paid. Sakala Hambaravi has the right to hand the claims it holds against the Patient over to a debt collection company.
- 2.6 Sakala Hambaravi has the right to refuse to provide a Service to a Patient, including the refusal to register for the provision of the Service, if the Patient has failed to pay the prescribed advance payment, the fee for continuing the treatment, or the Patient has any outstanding debts to 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.
- 2.7. Sakala Hambaravi bears no liability 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 of the results of the Patient's examination; the content, purpose and objectives of the offered Service; the risks and consequences that the Patient is exposed to due to the provision of such a Service;
- 3.1.2. provide the Patient a Service that corresponds to the generally expected level of the Service at the time of the provision of the Service, and provide it with due care generally expected from the Service provider;
- 3.1.3. create a safe and secure treatment environment;
- 3.1.4. document the provision of the Service as prescribed in the established requirements.

#### 3.2. Sakala Hambaravi has the right to:

- 3.2.1. unilaterally change the appointment time booked by the Patient due to reasons related to the work organisation at Sakala Hambaravi or some other major reason. Sakala Hambaravi will inform the Patient about the change in his/her booked appointment time, including replacement of the doctor with another doctor, as soon as possible, 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:
  - 3.2.2.1. the Patient does not agree to the General Terms and Conditions or breaches them;
  - 3.2.2.2. the Patient does not comply with the Service provider's prescriptions and instructions both during, before and after the provision of the Service;
  - 3.2.2.3. the Patient does not comply with the written orders and safety rules displayed in the premises of Sakala Hambaravi and the oral and/or written orders of the Service provider;
  - 3.2.2.4. the Patient wishes to receive a Service, the provision of which is not medically justified or the provision of which would entail a greater risk to the Patient's health than not providing the Service;
  - 3.2.2.5. the Patient wants to receive a Service for the provision of which Sakala Hambaravi does not have an activity license or the necessary expertise;
  - 3.2.2.6. the Patient does not agree to the provision of additional services necessary for the provision of the main Service, without which the provision of the main

- Service is not possible or practical;
- 3.2.2.7. the Patient is late for the registered Service;
  - 3.2.2.8. the Patient repeatedly ignores the Service provider's instructions, without which, in the Service provider's opinion, the provision of the Service is not practical, or without which, in the Service provider's opinion, it is not possible to achieve the purpose of providing the Service;
  - 3.2.2.9. the Patient does not disclose the data and information necessary for the provision of the Service to the Service provider;
  - 3.2.2.10. the Patient has previously been provided a health care service by another service provider and/or treatment has been started at another service provider, and Sakala Hambaravi does not consider it possible to continue the provision of the Service and/or take over the provision of the Service;
  - 3.2.2.11. the Patient's communication and behaviour indicates that the Patient has lost trust in Sakala Hambaravi;
  - 3.2.2.12. the Patient arrives for the appointment in a state of alcohol and/or drug intoxication, in an inappropriate state or for some other reason does not obey the justified orders of Sakala Hambaravi, or behaves rudely and/or aggressively (including towards third parties present in the premises of Sakala Hambaravi);
  - 3.2.2.13. it is not possible for the Service provider to communicate with the Patient in a language that the latter understands, and the Patient is unable to involve an interpreter;
  - 3.2.2.14. the Patient has failed to arrive for the booked Service more than five (5) times without following the relevant set of rules;
  - 3.2.2.15. the Patient has failed to pay the prescribed advance payment, the treatment continuation fee or the Patient has any debts to Sakala Hambaravi;
- 3.2.3. ask the Patients who have cancelled their treatment appointment more than two (2) times without informing about it in advance, an advance payment of 45 euros as a fee for continuing the 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 provision of the Services 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, while following the advance notice period established in the General Terms and Conditions.
- 3.4. The Patient is obliged to:
- 3.4.1. read the General Terms and Conditions before registering for the Service;
  - 3.4.2. provide true data when registering for the Service (including phone number, e-mail address, personal identification number, etc.);
  - 3.4.3. when registering an another person for the Service, inform Sakala Hambaravi of the actual Patient's data (including first and last name, personal identification code, phone number, e-mail address, etc.);
  - 3.4.4. inform Sakala Hambaravi of all the relevant circumstances related to the provision of the Service and provide aid that Sakala Hambaravi requires for the provision of the Service. The Patient obliges to disclose all circumstances about his/her health necessary for the provision of the Service, including information about medication that the Patient is currently taking or has recently taken, about health care services

provided in the past, about infectious diseases and/or chronic diseases, and to inform Sakala Hambaravi of all allergies suffered by the Patient;

- 3.4.5. arrive at Sakala Hambaravi at the agreed upon time for the provision of the Service. If the Patient cannot arrive at the agreed upon time for the Service, the Patient has to inform Sakala Hambaravi thereof at least 48 hours prior to the appointment and in case of weekends/holidays, no later than by 12:00 noon on the previous work day. If the Patient fails to arrive at the agreed upon 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 amount of advance payment or in the amount of the cost of the Service registered for as stipulated in the price list. If the Patient has paid for the Service, including making an advance payment, Sakala Hambaravi has the right not to return the amounts paid by the Patient and consider them contractual penalty;
- 3.4.6. follow, during, before and after the provision of the Service, the medically justified treatment, prescriptions and instructions that are prescribed by the service provider who provides the Service; follow the written instructions and safety rules displayed in the premises of Sakala Hambaravi as well as the instructions given by the service provider; follow the written and oral instructions given by the service provider before the procedures constituting the provision of the Service;
- 3.4.7. pay for the service according to the cost of the Service;
- 3.4.8. immediately notify Sakala Hambaravi of any complications that have arisen after the provision of the Service or due to the failure to follow the treatment plan and instructions given by the 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 expected at the time of provision of the Service and it is provided with the 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 is a success. 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 by the service provider in accordance with Section 3.1.1 of the General Terms and Conditions. It is presumed that by knowingly arriving for the provision of the Service, the Patient has given his/her consent for the provision of the Service. In case of more extensive treatment and if the Patient so wishes, Sakala Hambaravi can prepare a treatment plan and a price estimate, which the parties will sign, setting out the volume of procedures to be provided and an estimated price. 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 the treatment.
- 5.2. The Patient may withdraw his/her consent within a reasonable time after it has been given. The application to withdraw consent is always made in writing. In case the Patient withdraws his/her consent during the provision of the Service, the service provider will interrupt the provision of the Service as soon as possible without harming the Patient's health, and the Patient or his/her legal representative shall

sign the withdrawal of consent.

- 5.3. In case, during the provision of the Service, the need to provide additional Services in addition to the already provided Service becomes apparent, the service provider will inform the Patient and/or his/her legal representative in advance of the cost of the provision of the additional Services and will ask for consent for the provision of the Service. In case the Patient or his/her legal representative gives consent and additional Services are provided to the Patient, the Patient is also obliged to pay for the additional services. In case it is not possible to ask for consent from the Patient or his/her legal representative due to the circumstances, the Service provider is allowed to provide the Service and the Patient is obliged to pay for it in accordance with the price list, if the provision of the Service is in the Patient's interests and the failure to immediately provide it could be dangerous to the Patient's life or cause significant damage to his/her health.

## **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 disputes through negotiations, the Patient can lodge an application at the Expert Committee on the Quality of Health Care Services operating at the Ministry of Social Affairs. If the disputes cannot be resolved in the aforementioned ways, either party can lodge an application at the county court to resolve such disputes. A complaint can be submitted to Sakala Hambaravi by e-mail to the address [info@sakalahambaravi.ee](mailto: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, the complaining party's claim against the Service provider. Sakala Hambaravi has the right to invite the Patient to an additional appointment in connection with the complaint and, if the complaint is justified in Sakala Hambaravi's opinion, to eliminate the deficiencies at its own expense. Sakala Hambaravi does not compensate for any damage (including not returning the fee paid by the Patient for the Service) if the Patient does not show up for the additional appointment or unfoundedly refuses to have the deficiencies eliminated 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 the right to file a complaint about the provision of a health care service besides the provider of the health care service also with the Ministry of Social Affairs, Health Insurance Fund, and Health Board.
- 6.3. The laws of the Republic of Estonia are applied to matters related to entering into, executing and interpreting the agreement and resolving disputes arising from it.

## **7. Liability**

- 7.1. Sakala Hambaravi and the direct provider of the 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 direct provider of the Service had informed the Patient of potential risks and consequences and the Patient had given consent for the Service to be received, unless the damage was caused intentionally or due to gross negligence.
- 7.2. The circumstance that is the ground for the liability of Sakala Hambaravi and the direct provider of the Service must be proved by the Patient, except for when 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 Service the treatment plan and the instructions of the service provider, the Patient shall be responsible for the consequences that arise from the failure to follow the treatment plan and the instructions.

## **8. Data protection**

- 8.1. The conditions for the processing of patients' personal data are set out in the privacy statement of Sakala Hambaravi, which can be found here <https://www.sakalahambaravi.ee/en/privacy-policy/>.

## **9. Headings, use of singular and plural**

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

## **10. Delay, invalidity of provision**

- 10.1. Any delay in exercising a contractual right and/or performing an obligation does not mean a waiver of the relevant right and/or obligation, and not exercising a right separately or partly does not preclude exercising of this right in the future or exercising/performing any other right and/or obligation.
- 10.2. Should a provision of the General Terms and Conditions be invalid because it is in conflict with the law, this will not cause invalidity of the entire text of the General Terms and Conditions or other provisions of the General Terms and Conditions. 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.