

# TERMS AND CONDITIONS

For handling dental patients and dental services

## I. General rules and data

Unless otherwise agreed in writing, these Terms and Conditions apply to all health services delivered and all contracts concluded by Dr Péter Virág (headquarters: 1127, Budapest, Szt. István krt. 4. III/1 hereinafter referred to as Provider).

### The address of the Provider's internet site

The Provider, through the Mediator operates a website which is available under the domain [www.contident.com](http://www.contident.com) . The website provides information regarding the service prices, discounts - besides, it includes the up-to-date Terms and Conditions.

## II. Definitions

1. Provider: Dr Péter Virág (headquarters: 1127, Budapest, Szt. István krt. 4. III/1 VAT number: 68692768-1-41 ) The Provider possesses all the necessary professional licences, official authorizations and operating permits, as well as medical liability insurance contract to operate the services. The above covers those of acting in interest.
2. The Customer (or Patient): the Patient mentioned in the individual service contract or in the absence of a written contract, the person who effectively uses the service.
3. Individual service contract (or Treatment Plan): Every legal document that is necessary to perform service activities and is made in the Provider's office. Every printed form of the Provider that is signed by the Customer or his/her legal representative. Every legal document that is handed to the Provider by the Customer as his/her own during treatments (including, but not limited to the following documents: Treatment plan, dental/medical history form, surgical treatment contribution, pre-operative information, post-operative information, Privacy Statement or any other new printed, treatment-related form or patient / doctor informative document that might be introduced in the future. Besides, any further declaration form or document regardless of its name). The Provider expressly reserves the right to continuously change the medical and treatment-related documents.
4. Mediator: a third person, providing the patient-mediator activity on behalf of the Service Provider, operating in favor of preparing the orders, also informing the Patients properly on behalf of the Service Provider and according to the Service Provider's instructions.

### **III. The conditions and contents of the contractual relationship between the parties**

1. The Parties agree that the dental outpatient service(s) chosen by the Customer as well as the purchase order and the content of the necessary materials are defined by the content of the current Terms and Conditions and the Treatment plan which forms an integral part of this agreement.

Unless otherwise agreed in the Treatment plan, the Parties conclude the contract for an indefinite period during which the ordering and fulfillment of certain treatments, materials and mediated services are done according to the conditions of the actual individual service contract.

#### **The manners of the Treatment plan's conclusion**

The service contract can be concluded in writing or by implicit conduct (particularly when the Patient uses the service). The service contract between the Provider and the Customer is concluded either way on the basis of the Terms and Conditions' content by using the service itself (by implicit conduct) even if the Treatment Plan (the contract itself) is not signed for any reason.

The Patient notes by having a contractual relationship that besides the Treatment Plan, the contents of these Terms and Conditions forms a part of the Treatment Plan and the Customer shall pay according to the prices set out in this Plan in order to use the services.

The modification of the services or any other alterations in the Treatment Plan are not considered as a conclusion of a new Treatment Plan.

#### **The barriers that prevent the conclusion of the individual service contract (Treatment Plan)**

The Provider reserves the right to refuse the provision of services and the conclusion of Treatment Plan without justification.

If the Patient is not of legal age, incapacitated or has a limited capacity to act, the approval of his/her legal representative is necessary as well in order to conclude the Treatment Plan.

During the contractual relationship with the Patient as well as following the termination of the Treatment Plan, the Provider concludes a new Plan only when the Patient doesn't have any debt arising from previous services towards the Provider or if the previous Treatment Plan hasn't been terminated owing to a breach of contract.

If a contract is concluded with a Patient having unpaid debt despite the above - owing to inaccuracy, deception or administrative error, the new Treatment Plan is discontinued with an immediate effect as soon as these errors are recognized by the Provider. In such cases, the Patient shall immediately pay all his/her debt including the service fees to the Provider.

2. The Treatment Plan is based on the suggestion of the Provider. The Customer accepts this suggestion without any separate statement included, simply by having the treatment started by the Provider.

The Provider is entitled to deviate from the Treatment Plan (in cases when hidden problems or unexpected factors emerge) although if it comes to justifiable major changes, the Provider shall consult with the Customer in advance if possible. The alteration of the Treatment Plan may be associated with a price change in the calculated quotation - the Provider verbally informs the Patient before or during the actual treatment. The Customer accepts the modified treatment's quotation by implicit conduct and by the continuous use of the treatment service.

3. Besides complying with the legal and professional standards, the Provider performs the services included in the Treatment Plan with the contribution of subcontractors, professional assistants and qualified specialists with appropriate expertise. The Provider provides the necessary dental and other types of materials at the given times and frequencies, as agreed by the dentist and the Patient.

By signing the service contract (Treatment Plan) or its certain statements contained, the contracting parties explicitly agree that the Provider uses subcontractors (contributors) for the provision of the ordered services - especially for dental care, dental technology services and other specialized medical interventions, therapies and orthodontics. The Provider is responsible for its subcontractors' actions as if those activities had been done by itself. The Provider reserves the right to agree with its contributors as well as regarding the conditions of their services at its own discretion. Besides, the Provider shall not be obliged to share this information with its Patient.

#### **4. The necessary Patient data for the conclusion of the Treatment Plan**

The Case History Form contains the necessary Patient data as well as the health record of the Patient for the conclusion of the Treatment Plan. The Provider requests the above mentioned data from the Patient to the necessary extent only, while stating that it reserves the right to refrain from providing certain data or on the contrary, to ask for further data from the Patient if needed.

The Provider is entitled to trust in the data that the Patient turned in and to provide the service accordingly. If these data proved to be false, inaccurate, misleading or inappropriate, the damage resulting is the responsibility of the Patient - including the Provider's damage as well. In this context, responsibility for damage, indemnification or any further payment obligations cannot be imposed on the Provider.

In the event of change of any personal data, the Patient shall immediately announce these in e-mail or in writing. If the Patient fails to turn in the data, the Provider meets the obligations resulting from the patient relationship on the basis of the stored data. The damage resulting from the failure to disclose new data is the responsibility of the Patient. The Provider makes data changes in the database on the basis of the Patient's notification.

#### **The Provider's rights:**

- The Provider has the right to modify the Treatment Plan and the Individual service contract if the Customer provides data scantily / late or if the

modification is medically justified. The Provider shall inform the Customer regarding the modification.

- The Provider has the right to refuse the treatment in case of an insufficient cooperation of the Customer or if the Customer has mental changes, different health condition or if he/she fails to meet his/her payment obligations. In such cases, the Customer can't assert a claim for damages against the Provider.

#### **Services of the Mediator:**

- The Patient acknowledges that the Mediator is instructed by the Service Provider, acts solely for the purpose of acquiring clients.
- All information relating to the treatment of the Patient covering everything is provided by the Service Provider recorded in this Terms and Conditions and the Treatment plan.
- The Mediator does not provide health information independently, and no medical service at all.

## **IV. Guarantee and liability**

### *General conditions of guarantee and responsibility*

The Provider offers guarantee exclusively for the dentures made and the dental treatments performed at Dr Péter Virág's dental clinic by its own specialists. The guarantee is offered under the following conditions and restrictions.

The limitations of liability are expressly agreed and noticed by the Patient.

The Provider's guarantee resulting from defective performance covers failures arising from the non-compliance with the professional rules. According to the normative liability insurance, the Provider is liable exclusively for damages that are done deliberately or because of the serious negligence of the Provider and its crew as well as the damages that directly and specifically related to the provision of dental services. The final outcome of dental treatments is influenced by the Patient's general medical condition and oral hygiene that the guarantee does not cover.

The guarantee covers the repair or possibly the re-preparation of the delivered denture and the dental work. The guarantee neither applies to the expenses of traveling, accommodation, habitation or other financial loss (e.g. temporary occupational disability) nor the reimbursement of any other specialist medical care's costs or the loss of the denture.

The Provider accepts no responsibility for the successful outcome of root canal treatments or the occurrence of any unexpectedly necessary canal treatments during the dental procedures.

The Provider doesn't accept any responsibility during the preparation of bridges and crowns or thereafter for the occurrence of any unexpectedly necessary root canal

treatments. (In some cases, it might happen that the treated tooth suffers a trauma during the preparation of receiving bridges or crowns - thus, performing a root canal treatment may be necessary because of that.)

The Provider does not accept any warranty claims regarding temporary bridges, crowns or dentures. The Patient acknowledges that depending on the biological responsiveness of the organism (besides depending on the not yet known risks), the expected result and the final recovery time may vary from the average - thus, the Patient can't claim for any damages. Beyond the well-known risks of surgical and other types of interventions, lesions might be developed which cause further complaints due to the intervention requested by the Patient. The Provider is not responsible for any of the above.

Furthermore, given that the assessment of the dental interventions' results may vary depending on the individual, the Provider accepts no financial or any other responsibility for aesthetic complaints.

The Provider doesn't accept any financial or other type of responsibility for the subsequent complaints (following the transfer and the delivery) resulting from aesthetic reasons which are connected to already delivered dentures. The Provider excludes its liability in case of aesthetic related complaints, specifically (but not exclusively) concerning the subjectivity of orthodontic, periodontal and dentoalveolar surgery results. For example, when the outcome of the orthodontic activity and the dentoalveolar surgeries bring the planned results professionally (medically, anatomically), but the Patient can't accept is exclusively because of aesthetic reasons.

The Provider accepts no responsibility for those expenses and damages that the Patient endures because the Provider is temporarily unable to provide its service owing to a force majeure. From the current TAC's point of view the following aspects count as a force majeure: war, environmental damage, the all-cause disease or death, strike or temporary absence of the doctor or the Provider's contributor of the given service as well as public service pauses that affects the clinic.

The warranty intervention is exclusively done at the clinic of Dr Péter Virág. During warranty, the place of repair or replacement is the current office of the Provider.

The clinic won't reimburse the consideration paid for a warranty intervention done at another dental clinic.

**To apply for warranty claims, the following possibilities are available:**

- Personally at 1127, Budapest, Szt. István krt. 4. III/1  
Through telephone customer service: +36 20 335 71 05
- Via e-mail: [info@contident.com](mailto:info@contident.com)

**The duration of warranty**

The Provider offers the following maximum warranty periods in case of individual services:

- a) Aesthetic fillings: 2 year
- b) Inlays and onlays: 2 years

- c) crowns, bridges: 1 year of full guarantee, even replacing / 2 years for repairs
- d) Removable dentures : 1 year
- e) Porcelain veneers: 1 year
- f) The material of AlphaBio Implant: lifetime warranty

Beyond the above, the Provider offers guarantee in mandatory cases including their compulsory periods prescribed by the law.

### **Conditions and exclusions of the warranty coverage**

The warranty offered by the Provider is exclusively valid if the following conditions are met in full:

- a) the Patient adequately cleans his/her teeth and continuously complies with the oral hygiene standards as described by the dentist
- b) the Patient visits the Provider's dental office – in case the Provider specifies particularly - every six months or each year and participates at the health checks prescribed by the dentist
- c) the Patient has the status maintenance treatments performed within 30 days (such as plaque removal, relining dentures) that his/her dentist suggests
- d) the Patient keeps his/her denture clean in the given way
- e) the Patient use his/her denture as intended, the prosthesis is only exposed to physiological masticatory forces that won't lead to the overload of the artificial tooth
- f) the Patient doesn't expose the denture to trauma, osteopathy and gum diseases
- g) the Patient pays for each intervention on time to the Provider

### **The warranty offered by the Provider is void if the Patient**

- a) doesn't appear on the health check provided
- b) has bad habits, doesn't have a good diet and problems emerge concerning his/her chewing organ
- c) has a greater weight gain or weight loss in a short time
- d) has a chronic disease which has a negative effect on the condition of the teeth and the dentures (such as diabetes, epilepsy, osteoporosis, cancers, health condition after radiation therapy and chemotherapy)
- e) has previously unknown allergies, tooth diseases and their complications after the treatment
- f) the prosthesis or the implant is subjected to extreme stress (nighttime bruxism, tooth squeeze) thus, the denture is damaged consequently
- g) abnormally uses the prosthesis and by doing so, he/she damages the denture (accidental drop down, sports injuries)
- h) the denture is damaged because of an accident

i) although the dentist suggested to, the Patient doesn't have his/her relaxation rail (overlay) made or he/she doesn't wear it - as a result, the porcelain cover on the tooth snaps off because of the excessive pressure on the teeth

j) the Patient has the suggested treatment and the dental technique work performed at another clinic

k) during of after the treatment, the Patient takes dental treatments from other providers in order to treat the area which has been handled by the Provider

l) in case of porcelain veneers, damages done owing to the tension on the shell (unintended use, external influences)

m) the implant is not inserted within the planned time (long-term temporary prosthesis which prepares the implantation)

n) notifies the quality complaint within the time limit but doesn't make the examination and curing possible, doesn't make the denture available for the Provider

o) the Customer has not used the treatments suggested by the Provider or his/her complaint is the result of the uncompleted treatment sequence

Following dentoalveolar surgeries, particularly after implantations, health check is necessary every two days in the wound healing period (8-16 days). To have full warranty, the Patient needs to have an X\_ray control every year and a professional oral hygiene treatment is necessary three times a year - this can only be done by the Provider.

Risks arising from the failure of the above shall be borne exclusively by the Customer.

## **V. Cost of services: treatment prices, expenses, invoicing**

1. The specific charges of the treatments performed according to the Treatment Plan, as well as the costs of input materials, technical devices and mediated services are recorded in the Treatment Plan. These fees are recorded and billed at the end of the treatment. The current accounting and tax rules concerning the Provider are applicable to the billing on the day of invoicing.

2. If dental technique costs are not attached to the service, the fee has to be separately paid after the given treatments. According to the Service Contract, a flat-rate fee is applicable by taking the current price list into account.

3. When it comes to dental technology materials / dentures, 50% of the treatment cost shall be paid in advance - the remainder is due when installing the materials / dentures. In case of higher value services, the total cost must be paid in advance.

4. In addition to those above, the Provider is entitled to request an advance from the Patients before starting the given treatment if the Provider finds necessary to do so based on its own judgement.

5. The invoices include the payment method used (cash, credit card, etc.) as well as the deadline of the payment. The Parties agree that in the event of late payment, the amount of default interest is equal to the default interest included in the Civil Code.
6. The Patient is responsible for paying the costs incurred owing to the non-fulfillment of payment obligations. The costs charged by the contributors in the recovery of the Patient's debts shall be paid by the Patient to the Provider as a damage.
7. Should the payment be less than the amount of the invoice or the payment is not linked to any invoices, the Provider assigns the deposit according to the following:
  - a) the Provider expends the payment for the debts not resulting from the services, including the default interests and charges (if such items appear on the invoice). The settlement of the remaining service-related debts is done thereafter.
  - b) If it can't be identified which payment is linked to which invoice, the deposit is always assigned to the oldest debt bill.
8. According to the Individual Service Contract, the fees and material costs are defined as the part of the Treatment Plan, depending on the unique treatment needs of the Patient. Unless otherwise specified, the cost management of the Provider is valid for 30 days - then, the Provider is entitled to change the fees and material costs.  
Moreover, the rates contained in the Treatment Plan might change because of professional reasons emerging during the treatments, such as unforeseen interventions or curative activities.
9. Depending on the characteristics of the given treatment(s), the Provider issues the invoice of the services, material costs and mediated services at the end of a given treatment series. By accepting the invoice, the Customer certifies the completion of the Provider's contract.

## **VI. Payment conditions and cancellation of the treatment**

1. Invoices issued in accordance with the above mentioned aspects include the payment method as well as the payment deadline. The Parties agree that in the event of late payment, the amount of default interest is equal to the default interest included in the Civil Code. The fulfillment of the payment obligation can be done as accepted by the Provider. If between the start of the treatment and the invoicing date, the invoice contains further informations due to changes in legislation and all of this is not known by the Customer, the Provider primarily shall comply with the legal regulations in force, regardless of prior informatives.
2. The Provider hereby informs the Customer that in the possession of the agreed Treatment Plan, the ongoing treatment can't be modified without the consent of the dental specialist.
3. The Provider informs the Customer that the check-in for the given treatments can only be cancelled not later than 24 hours prior to the treatment. If the date is not



cancelled according to the above, or the Customer doesn't appear, or if he/she is more than 15 minutes late, the Patient shall pay 5.000 HUF availability fee if the incapacitation can't be officially certified. In case the Provider procured materials for the Customer and the treatment is not performed within two weeks of the original date, the Provider is entitled to invoice the whole cost of the supplied materials to the Customer as a default penalty. This section shall also apply if the given service is ordered on behalf of the Customer by another person (e.g. relatives).

## **VII. Data handling, data protection, information**

During the provision of services, the Provider handles personal data in accordance with the provisions of the Act CXII. of 2011 on Informational Self-determination and Freedom of Information. In addition, the Provider manages this data solely for the purpose of performing the services, in accordance with applicable legislation and other relevant provisions.

1. The Customer accepts that the health and identity data provided by the Customer and the data collected during treatments are handled and stored by the Provider according to the relevant law. Further data is considered as business confidential information. The Customer also contributes to have his/her exclusively medical related data used for research purposes by the Provider.

In other cases, the rules in Privacy Policy are applicable.

2. The Customer acknowledges and doesn't oppose that there's a security camera system working in the Provider's dental clinic for safety reasons. Thus, audio and video recordings may be made and the Provider is entitled exclusively to show the content of these recordings to police authorities. While recording, the Provider complies with the current image capture and data protection laws.

3. The Customer approves that his/her contact details be recorded in the Provider's database so that the Provider may give information regarding the treatment dates and their possible changes besides sending newsletters for information purposes. The Provider is committed not to disclose these data to third parties. The Patient authorizes the Provider to the fullest extent permitted by law to send information and other materials showing new services or further conditions. Furthermore, the Patient agrees to the privacy statement of the Provider.

4. The Provider posts the Patient Rights Information - namely the contact details of the patients' rights representative - in a visible place at the dental clinic.

7. The Provider shall warrant for the damage caused according to the valid civil law and special professional and liability insurance rules. The liability exclusion statement shall be marked in the current Terms and Conditions and/or in each Treatment Plans.

8. The Patient notes that if he/she doesn't pay the bill or any other debts until the due date marked on the invoice or any valid document, the Provider is entitled to get the debt paid by a third person who is in charge of doing so and is bound by secrecy.

9. The Patient states and warrants that he/she was entitled to communicate all the personal information he/she handed to the Provider and he/she obtained all the contributions required to do so.

## **VIII. Other provisions**

1. By signing the Service Contract / the Treatment Plan (or in the absence of signatures by implicit conduct, when the Patient uses the service) the Customer recognizes that he/she became familiar with the current Terms and Conditions. The only opportunity to raise objections (even with the denial of the treatment) is exclusively prior to the initiation of the treatment. By authorizing the treatment, the Customer acknowledges that the legal relationship of the parties constitutes of the current TAO and the Individual Service Contract and he/she doesn't dispute their contents.

2. The current TAO and the Individual Service Contract consists of the contractual agreement between the Contracting Parties.

3. For matters not covered by the TAO and the Service Contract, the provisions of the Hungarian law, especially the Civil Code, as well as other regulations connected to health care and health services are applicable.

4. The Parties settle their disputes amicably. If the negotiations fail in this regard, the Parties submit to the jurisdiction of Central District Court of Buda (Budai Központi Kerületi Bíróság).

5. Contracting Parties specify the Hungarian jurisdiction.

6. The Provider is entitled to the unilateral modification of the TAO at any time.

7. The current TAO is generally applicable to the questions that the Patient and the Provider don't specifically provide otherwise in an individual agreement.

Budapest, 28.01.2019.

In force until revoked from 28.01.2019.