

TERMS AND CONDITIONS OF CONFIDO'S HOME VISIT SERVICE AND DATA PROTECTION**Valid as of 4 April 2022**

These terms and conditions of Confido's home visit service and data protection (**Terms and Conditions**) regulate the rights, obligations and responsibility of AS Arstikeskus Confido (registry code 12381384, address Veerenni 51, 10138 Tallinn) (**Confido**) and the service recipient (**Patient**) with regard to ordering and providing the service of home visits.

1. GENERAL INFORMATION

- 1.1.** Confido's home visit service consists of a healthcare professional visiting a location preferred by the Patient (**Home Visit**) and providing them with healthcare services offered by Confido as part of a Home Visit, which include the provision of booked services and healthcare counselling, initial diagnosis, treatment and procedures, medical aid and the issue of referrals, sick leave certificates and prescriptions, where necessary (**Service**). The Services offered by Confido as part of a Home Visit as well as their duration and prices are presented on the price list for Home Visits on the Confido website (available at <https://www.confido.ee/koduvisiit/>).
- 1.2.** The Service is considered a healthcare service and Confido a provider of healthcare services. Home Visits are made and Services are provided by specialised nurses who have experience in emergency medical care or intensive care and have completed further professional training, obtaining the right to work as an independent specialist (**Healthcare Professional**).
- 1.3.** Confido provides the Service of Home Visits within the city of Tallinn. Provision of the Service is possible in other areas under a separate agreement and terms and conditions agreed on with Confido. Transport services are not provided as part of the Service.
- 1.4.** The Service of Home Visits is not an ambulance service – in the case of a critical or life-threatening condition, you should turn to the emergency medicine department or call the emergency number 112. The Service of Home Visits differs from an ambulance in the following manner.
 - 1.4.1.** Medical emergencies and life-threatening conditions are not treated as part of a Home Visit. However, Confido is able to treat a medical emergency or life-threatening condition if one should arise during the Home Visit.
 - 1.4.2.** The ambulance responds on the basis of an order of priority. Confido provides the Home Visit Service at the times determined in bookings and visits can be booked if appointments are available. Requests for the Home Visit Service are not prioritised.
 - 1.4.3.** Prescriptions are issued at Home Visits, where necessary; the ambulance does not do this. In addition, Confido can carry out laboratory tests offered by Confido and forward them to the laboratory as part of the Home Visit Service.
- 1.5.** Confido provides the Service on the basis of activity licence for provision of health services No. L05056, which grants Confido the right to provide nurse's appointment services. Confido confirms that it has all other permissions, licences and registrations required for the provision of the Service and it meets all other requirements arising from legislation.

- 1.6. Confido provides the Service in Estonian or in other languages upon agreement with the Patient, taking into consideration the language proficiency of the Patient and the Healthcare Professional providing the relevant Service.
- 1.7. The Patient agrees and confirms that Confido is prohibited from giving promises concerning the efficacy and success of Services or the recovery of the Patient.

2. CONSENT FOR PROVISION OF MOBILE HEALTHCARE SERVICES

- 2.1. Confido provides Services to the Patient only upon the Patient's consent. Confido assumes that the Patient has expressed their informed consent with regard to the provision of healthcare services when booking a Home Visit.
- 2.2. Before providing Services at a Home Visit, Confido has the right to request written consent from the Patient, and the Healthcare Professional may, among other things, ask them to fill in and sign a form of informed consent for the provision of mobile services. If the Patient refuses to provide their consent or withdraws it during a Home Visit, Confido suspends the provision of the Service in a manner that does not endanger the Patient's health and asks for confirmation concerning the withdrawal of their consent in writing or by e-mail.
- 2.3. The legal representative of a Patient with restricted active legal capacity (e.g. the parents of an underage child or a guardian appointed by a court for an adult with a mental disorder) has the right to give their informed consent for the provision of mobile healthcare services on behalf of the Patient to the extent that the Patient is incapable of considering pros and cons in a responsible manner. Confido may not adhere to the decision of the legal representative of a Patient with restricted active legal capacity if it clearly damages the Patient's interests.

3. ENTRY INTO FORCE OF THE CONTRACT, BOOKING AND PAYMENT

- 3.1. Subject to these Terms and Conditions, Confido and the patient enter into a contract for the provision of healthcare services. The contract for the provision of healthcare services is deemed to have been entered into by Confido and the Patient from the moment the Patient books a Home Visit for the provision of the requested Services. From this moment, these Terms and Conditions start to apply to the Patient.
- 3.2. Home Visits can be booked:
 - 3.2.1. by calling 670 1700 (available 24/7), whereas the caller must pay the price per call minute based on the price list determined by their phone operator;
 - 3.2.2. via an online reservation system on Confido's website (available at <https://app.acuityscheduling.com/schedule.php?owner=21811787&calendarID=6524850>).
- 3.3. Home Visits can be booked at times available for the provision of Services included on the list of Home Visit Services on Confido's website. When booking a visit by phone or via the reservation system, the Patient selects the requested Services from the list and is given an overview of the times available for the provision of such Services by Confido or the reservation system. The booking enters into force when Confido is notified of the selected time for the Home Visit.
- 3.4. If the Patient does not find the requested Service from the list of Home Visit Services on Confido's website or if they are uncertain as to which Service they should select, they send an enquiry along with a description of their health problem to Confido via the enquiry form available on Confido's website. Confido will respond as soon as possible but no later than 24 hours after the submission of

the enquiry in the manner determined therein (by e-mail or phone). The response will include a decision on the provision of the Service during a Home Visit as requested by the Patient, a recommendation regarding the appropriate Service based on the Patient's description of their condition, the price and duration of the Service and available Home Visit times for the provision of the Service. The booking enters into force when Confido receives confirmation of the selected time for the Home Visit.

- 3.5.** The Patient must pay the price of the Service according to the instructions provided by Confido depending on the manner of booking and based on the price list valid at the time. If Services are provided on the basis of bookings made by phone or via an enquiry, a card payment must be made at the start of the Home Visit. If the Home Visit Service is provided on the basis of the booking made via the reservation system on Confido's website, the Patient can make an advance payment for the Service by means of a bank transfer at the time of booking or pay by card at the beginning of the Home Visit. If Services have not been paid for before the Home Visit, a card payment must be made at the beginning of the Home Visit before the provision of the Services. Payment for the Services takes place in euros.
- 3.6.** The price of the Service is made up of the visitation fee and the price of the Services provided during the Home Visit (**Price of the Service**). The visitation fee depends on the time of the booked Home Visit. The price of the Service provided at the Home Visit is added to the visitation fee. The amount of the visitation fee and the prices of the Services offered are available on the price list on Confido's website (available at <https://www.confido.ee/koduvisiit/>).
- 3.7.** The advance payment made for the Services at the time of booking does not include the fees of tests and analyses, the necessity of which is determined at the Home Visit and which are carried out during or after the visit. The Patient pays for such tests and analyses by card according to Confido's instructions before they are carried out. If the Price of the Service includes the costs of tests and analyses, it has been stated in the Service description on Confido's website.
- 3.8.** Confido sends the Patient an invoice for the Service provided by e-mail within a reasonable time after the Home Visit, stating the Price of the Service, including the visitation fee and the price of the Service, payment details, including the amount paid and the method of payment, the amount payable and instructions for paying it. The Healthcare Professional is not obliged to issue the invoice at the Home Visit.
- 3.9.** Depending on changes in the costs and market prices related to the provision of the Service, Confido has the right to unilaterally change the price list of Home Visit Services at any time, making the corresponding changes available on Confido's website. A Patient who made a booking before the price list was changed but who uses the Service after the change to the price list has entered into force is subject to the price list valid at the time of making the booking.

4. CANCELLATION OF BOOKINGS BY PATIENTS

- 4.1.** If the Patient is unable to use the Service at the booked time and wants to cancel the booking, the Patient undertakes to notify Confido thereof according to the instructions provided in the booking confirmation or inform Confido via its customer service (info@confido.ee, 670 1700) or cancel their booking in the reservation system as soon as possible but no later than 24 hours before the time agreed for the Home Visit.
- 4.2.** If the Patient cancels their booking according to the instructions provided in the booking confirmation, via Confido's customer service or in the reservation system in accordance with clause 4.1, they have the right to change the booking and determine a new time for the Home Visit. If the Patient changes the time and selects a Service with the same price as that of the Service originally booked by the Patient, the fee for the cancelled Home Visit is considered the fee paid for the new Home Visit if the Patient has made an advance payment and the Patient is not obliged to pay for the Service when

making a new booking. If the Patient does not book a new time for the Home Visit when cancelling their previous booking, the amount paid for the Service will be refunded to them in full within three working days after cancellation of the booking.

- 4.3.** If the Patient fails to cancel the booking at least 24 hours before the time of the Home Visit agreed on in the booking, 50% of the advance payment for the Patient's booked service is withheld to cover the costs of preparation for the Home Visit. The remaining 50% of the Price of the booked Service is refunded to the Patient. In the absence of an advance payment, Confido has the right to issue an invoice to the Patient to the extent of 50% of the Price of the Service booked by the Patient to cover the costs of preparation for the Service.
- 4.4.** If the Patient's condition deteriorates abruptly 24 hours before the time booked for the Home Visit so that the Patient is forced to call an ambulance or turn to the emergency medical department, the amount paid for the Service is refunded in full within three working days after the booked time. Confido has the right to refuse to refund the amount if the Patient fails to provide documentary evidence of using emergency healthcare services.

5. CANCELLATION OF BOOKINGS BY CONFIDO AND REFUSAL TO PROVIDE SERVICES

- 5.1.** Confido has the right to cancel a booking made by the Patient for a Home Visit and make a proposal to the Patient to change the booking in the following cases:
- 5.1.1 Confido becomes aware that the Healthcare Professional required for the provision of the Service is not able to provide the Service at the booked time due to unforeseen circumstances of work organisation, such as illness of the Healthcare Professional or failure of medical equipment or other important reasons.
 - 5.1.2 Confido becomes aware of a fact about the Patient's health condition, considering which it is reasonable to cancel the appointment.
 - 5.1.3 The appropriate provision of the Service is obstructed because the Healthcare Professional's safe and/or secure access to the Patient's location is not possible or is hindered, the Patient is not at the location of the Home Visit or has provided Confido with the wrong address. In this case, Confido has the right to demand that the Patient pay the Price of the Service.
 - 5.1.4 Confido becomes aware of any other circumstance that would impede the proper provision of the Service.
- 5.2.** Confido notifies the Patient of the cancellation of the Home Visit by calling them at the number indicated in the booking or informing them by e-mail as soon as possible but no later than within one working day of the cancellation of the booking, referring to the basis for cancellation and proposing that the Patient book a new time for the Home Visit to use the Service.
- 5.3.** Confido has the right to refuse to provide the Service or terminate provision of the Service:
- 5.3.1 before the provision of the Service if it becomes evident that it is not possible to provide the requested Service;
 - 5.3.2 before the provision of the Service if the Patient wishes to receive a Service the provision of which is not medically justified or which may endanger the health of the Healthcare Professional or a third party;

- 5.3.3 before the provision of the Service if the Healthcare Professional reads the additional information provided by the Patient and discovers that the Patient's condition indicated therein does not match the requested Service;
- 5.3.4 before the provision of the Service if additional information reveals that the Patient is aggressive, disoriented or in a life-threatening condition;
- 5.3.5 before the provision of the Service if the Healthcare Professional's access to the Patient's location is obstructed or if it becomes evident that the environment of the Home Visit is unsuitable, insufficiently private or life-threatening;
- 5.3.6 during the provision of the Service if it becomes evident that the environment of the Home Visit is unsuitable, insufficiently private or life-threatening;
- 5.3.7 during the provision of the Service if the Patient becomes aggressive or acts in a manner that is unethical or impolite towards the Healthcare Professional;
- 5.3.8 during the provision of the Service if the requested Service does not correspond to the Patient's actual wish;
- 5.3.9 during the provision of the Service if it becomes evident that the Patient is unable to make the payment;
- 5.3.10 during the provision of the Service if it becomes evident that the Healthcare Professional is unable to communicate with the Patient in a language they understand;
- 5.3.11 during the provision of the Service if the Patient requests additional Services during the Home Visit and the Healthcare Professional has no time to provide them or Confido does not have the relevant activity licence or competence;
- 5.3.12 if the Patient does not disclose the information necessary for the provision of the Service to Confido or violates their obligation to provide assistance to Confido for the provision of the Service in any other manner;
- 5.3.13 if the Patient violates the obligation to pay a fee for the provision of the Service.

6. RIGHTS AND OBLIGATIONS OF PARTIES

6.1 Confido and the Patient cooperate to achieve the best possible result.

6.2 In addition to the other rights set forth in these Terms and Conditions, Confido has the right to:

- 6.2.1. receive the information necessary for the provision of the booked Service from the Patient and forward information related to the Service to them;
- 6.2.2. upon the Patient's failure to make payments for Services by the due date, demand a fine for delay in the amount of 0.5% of the outstanding amount per day delayed until the full payment of the Price of the Service;
- 6.2.3. cancel bookings in accordance with these Terms and Conditions;
- 6.2.4. receive the Patient's suggestions and feedback in connection with the provision of Services.

6.3. The Patient has the right to:

- 6.3.1. receive a Service that meets the requirements at the booked time, including a healthcare service that corresponds to the general level of medical science and is

provided by Confido with due care and in accordance with legislation for the provision of the respective Service;

- 6.3.2. be actively involved in their treatment and healthcare process and be heard by the Healthcare Professional during the Home Visit;
- 6.3.3. cancel the booked Home Visit in accordance with the Terms and Conditions;
- 6.3.4. maintain their privacy when receiving the Service;
- 6.3.5. submit proposals and provide feedback in accordance with the procedure set out in the Terms and Conditions; and
- 6.3.6. turn to supervisory agencies and other dispute resolution bodies for the protection of their rights.

6.4. Confido undertakes to:

- 6.4.1. make a Home Visit at the time and place agreed in the booking; the time of arrival for the Home Visit may differ by +/-15 minutes from the time booked by the Patient; the price or the time of the provision thereof do not change;
- 6.4.2. provide the Service, including treatments and procedures, in accordance with the terms and conditions agreed on in the booking unless there are circumstances due to which Confido refuses to provide the Service or terminates the provision of the Service;
- 6.4.3. inform the Patient about the aspects related to their health status, the course of the treatment and its results, the nature and purpose of the Service offered, the risks and consequences of providing it and other possible and necessary Services as well as the possibilities for obtaining information from the attending physician both before and during the provision of the Service;
- 6.4.4. provide evidence-based medical aid while adhering to medical ethics;
- 6.4.5. properly document and maintain records of the provision of healthcare services;
- 6.4.6. forward the personal data that became known in the course of providing the healthcare service, including the Patient's health data, to the Patient Portal and other registers and databases provided by law on the basis of and pursuant to the procedure prescribed by applicable legislation;
- 6.4.7. keep confidential the data about the Patient's person, health condition and other circumstances that have become known during the provision of the Service, unless such data are shared in accordance with the Terms and Conditions and other principles of personal data processing the Patient has agreed to or if the obligation to transmit such data arises from legislation or is necessary for the proper provision of the Service.

6.5. The Patient undertakes to:

- 6.5.1. read and agree to these Terms and Conditions before booking the Home Visit;
- 6.5.2. enable Confido to provide the Service, including enable the Healthcare Professional to access the agreed location at the booked time and ensure the suitability of the location

- for the provision of Services during the Home Visit (including sufficient privacy, safety, heating, etc.);
- 6.5.3. pay for the Services according to Confido's current price list, including make an advance payment for Services or, in the absence of an advance payment, pay the invoice in the amount of the Service fee in a timely manner;
 - 6.5.4. submit complaints related to an advance payment or invoice within two (2) days of receiving the advance payment or invoice;
 - 6.5.5. disclose correct and valid personal and health information to Confido when booking the Home Visit and during the Home Visit, including the Patient's personal identification code, e-mail address and data which are necessary for the adequate provision of the Service and which may have an impact on the provision of the Service, including information concerning medicines taken, predispositions and unhealthy habits;
 - 6.5.6. when booking a Home Visit for another person, notify Confido of the actual Patient, transmit the relevant true data (including the Patient's first name and surname, personal identification code, e-mail address, phone number and the location of the Home Visit);
 - 6.5.7. be responsible for the accuracy of the information provided at the time of booking (including the telephone number, e-mail address, personal identification code and address of the location);
 - 6.5.8. give notice of other circumstances that may be important in the provision of the Service and provide Confido with the assistance it needs for the provision of the Service;
 - 6.5.9. adhere to the instructions provided by Confido and other requirements they have been notified of in connection with the use of the Service; and
 - 6.5.10. submit an identification document with a photo (ID card, passport, driving licence) to the Healthcare Professional at the beginning of the Home Visit.
- 6.6.** During the Home Visit, the Healthcare Professional examines the Patient, diagnoses primary health problems or provides help in the case of chronic diseases and alleviates pain, where necessary. The Healthcare Professional treats the Patient on the basis of their current state of health and selects the best medicines and treatment tactics to improve the Patient's condition. The Healthcare Professional is not obliged to take the Patient's demands or recommendations into consideration when determining medicines and treatment tactics in the course of Service provision. The Patient does not have the right to demand that the Healthcare Professional administer certain medicines or use certain methods of treatment.
- 6.7.** When providing Services, the Healthcare Professional has the possibility and, upon the emergence of a relevant need, the obligation to consult the doctor, in cooperation with whom the booked Services are provided at the Home Visit, and to consult the Patient, develop treatment tactics, prescribe further tests, issue sick leave certificates and prescriptions, where necessary.
- 6.8.** Where necessary, the Patient has the right to be issued a prescription (prescription medicines are not issued), a referral or a sick leave certificate. When providing Services, the decision to issue a prescription can be made on the basis of clinical symptoms and/or the results of laboratory tests. In the case of rapid analyses and decisions based on symptoms, Confido forwards prescriptions to the Patient within 24 hours of the completion of the Home Visit. In the case of other analyses, Confido provides the relevant decision within 24 hours of receiving the results.

- 6.9.** The Healthcare Professional does not have the right to issue prescriptions for narcotic or psychotropic substances at a Home Visit.
- 6.10.** If hospitalisation is required according to the Healthcare Professional's assessment of the Patient's health condition during the Home Visit, the Healthcare Professional calls an ambulance, obtaining the Patient's approval where possible, and stays there until the ambulance arrives, if possible, providing the best supportive treatment until the ambulance arrives. If the Patient and/or their relatives are able to hospitalise the Patient on their own according to the estimate of the Healthcare Professional, this is also allowed.

7. LIABILITY

- 7.1.** Confido and the Healthcare Professional directly providing the healthcare service are liable for a wrongful breach of their obligations in providing the Service, in particular for diagnostic and treatment errors and breaches of the obligation to inform the Patient and obtain their consent, to the extent and pursuant to the procedure provided by law.
- 7.2.** The Patient is responsible for the correctness of the information provided to Confido when booking a Home Visit and during the visit.
- 7.3.** Confido is not liable for any damage caused as a result of the Patient's own actions or omissions, including as a result of the Patient submitting false data or failing to submit data.
- 7.4.** Confido is not liable for any negative consequences, the possibility of which the Patient has been notified of before the provision of the Service and for the provision of which the Patient has given consent despite the notification.
- 7.5.** When providing healthcare services, Confido is also liable for the activities of healthcare professionals providing services and the malfunctioning of the equipment used for the provision of healthcare services.
- 7.6.** According to the law, the act giving rise to the liability of Confido and the Healthcare Professional directly providing the Service must be proved by the Patient, unless the provision of Services to the Patient has not been properly recorded.
- 7.7.** The limitation period for a claim for compensation for damage to the Patient is five years from the time they became aware of the violation of the obligation by Confido or the Healthcare Professional and the occurrence of damage.

8. PROCESSING OF PERSONAL DATA

- 8.1.** Confido processes the Patient's personal data collected in the course of the provision of Services or in relation thereto in accordance with the General Data Protection Regulation, the Personal Data Protection Act and other legislation. Detailed terms and conditions for the processing of personal data are set out in the Confido Data Protection Policy/Privacy Policy (available at https://www.confido.ee/wordpress/wp-content/uploads/2022/04/confido-privaatuspoliitika-ja-kaamerate-kasutamise-teade_2022-04-04.pdf).

9. SUBMISSION OF SUGGESTIONS AND FEEDBACK

- 9.1.** If the Patient has suggestions or feedback in connection with the Services provided as part of a Home Visit, they can submit the referred suggestion or feedback to Confido. More detailed terms and conditions and methods related to the submission of suggestions and feedback are set out in Confido's Standard Terms and Conditions (available at: https://www.confido.ee/wordpress/wp-content/uploads/2022/04/confido_tuupingimused_15_12_2021_est.pdf).

10. FINAL PROVISIONS

- 10.1.** Confido has the right to unilaterally amend these Terms and Conditions at any time.
- 10.2.** If the Terms and Conditions have been prepared in a language other than Estonian, then in the event of discrepancies between versions, the Estonian version prevails.
- 10.3.** Any disputes arising from the execution of the contract entered into on the basis of these Terms and Conditions are resolved by way of negotiations between the parties. The contract is governed by Estonian law.

