



GENERAL TERMS AND CONDITIONS FOR HEALTH AND MEDICAL CARE SERVICES

1. PURPOSE AND DEFINITIONS

These general terms and conditions specify the conditions and circumstances under which HYKSin Ltd (HYKSin kliniset palvelut Oy) (hereinafter "HYKSin" or "Service provider"), any entity belonging to the same group and subcontractors operating in any unit of the above parties (hereinafter "Subcontractor") provide and deliver health care services for consumers. In these terms and conditions, the user of the services is referred to as "Patient" and the payer as "Customer". The Patient and the Customer may be the same party or different parties.

These general terms and conditions apply to the Service Provider's health care services, such as appointments and consultations; surgeries and other procedures; laboratory, imaging and other examinations; inpatient care and therapy services, as well as any related support services such as booking and invoicing.

These terms and conditions do not limit the rights of the patient and consumer under the mandatory provisions of the Consumer Protection Act and the Patient Injuries Act that cannot be agreed differently.

2. PARTIES IN THE SCOPE OF THE GENERAL TERMS AND CONDITIONS

Both employees and Subcontractors of HYKSin operate for HYKSin. HYKSin is responsible for its own and its Subcontractors' services when they are implementing services agreed between HYKSin and the Patient.

HYKSin and its Subcontractors each have their own patient insurances in accordance with the Patient Injuries Act and they are each liable for their own operations, including the actions of their employees and for ensuring the validity of the patient insurance.

3. VALIDITY

The agreement for the services referred in these terms and conditions become binding when the Patient accepts this agreement by signing this document or booking for an appointment, at which time these general terms and conditions become applicable until the use of the services ends.



4. PATIENT STATUS

The Service Provider is committed to producing medically sound, high-quality treatment for the Patient by observing the common principles and provisions of legislation and the health care sector.

The Patient has the right to receive high-quality health care in the manner agreed upon with the Service Provider, which includes as an essential element the right to participate in planning the implementation of the treatment to the necessary degree as well as the right to receive information on the provided treatment. The Patient also has the right to refuse care or medication. The Patient has the right to privacy and the right to be accompanied by a family member or other support person for as long as and as far as it does not interfere with providing the service. The Patient also has the right to receive visitors. The Service Provider does not commit to providing a single room for the use of the Patient.

If provision of the service requires, for medical reasons or due to some other relevant event of a serious nature that the Patient be moved to some other care unit or another department, the Service Provider has the right to make this decision, if necessary without consulting the Patient.

5. CANCELLATION AND TARDINESS

Appointments

Appointments need to be cancelled on previous day by 12 noon (Finnish time). If the Patient arrives late, HYKSin is not obliged to extend the agreed schedule or to start the agreed procedure if it cannot be carried out within the agreed schedule. Services that have not been cancelled in time will be charged in full.

Procedures

A procedure needs to be cancelled at latest three (3) days before the scheduled time by 12 noon (Finnish time). If the cancellation comes after this, 80% of the advance payment will be returned. If a procedure needs to be cancelled due to reasons related to the hospital, the advance payment will be reimbursed in full. With a justifiable cause and well in advance, the Patient can change the appointment time of the procedure free of charge. Services that have not been cancelled will be charged in full.

6. FEES

For appointments a valid HYKSin price list is applied. Examinations and small procedures are invoiced separately. HYKSin makes an estimate of costs for every Patient for an operative procedure. This is based on individual evaluation of the medical need of the Patient. In addition to the price of the service, an office fee will be charged.



Services are invoiced according to the implemented treatment. Due to the nature of the services, it is not possible to predict all required examinations and procedures in advance. HYKSin is also entitled to perform other procedures required for the treatment of the Patient than those agreed on in advance, if due to the treatment circumstances it is not possible to obtain permission for this from the Patient.

HYKSin charges the fee for the services and any other related fees in advance or afterwards according to what has been agreed with the Customer. The service can be paid with payment cards accepted by HYKSin or by invoice. When advance payment has been agreed, the Patient has the right to receive the agreed service only if the payment is in HYKSin's account by the agreed time.

7. PATIENT INFORMATION AND CONFIDENTIALITY

Upon purchasing the service referred to in these general terms and conditions, the Patient gives consent to the Service Provider to collect, process, store and disclose personal and patient information concerning the Patient in accordance with the service agreement and for the provision of the service referred to in these general terms and conditions.

The Patient is aware that HYKSin provides procedural treatment in cooperation with the Helsinki University Hospital and that also the aforementioned rights to handle and disclose information concerning the Patient apply to Hospital District of Helsinki and Uusimaa.

The preparation of patient documents and the collection, processing, retention and disclosure of customer and patient information otherwise complies with the applicable provisions.

The Service Provider is bound to confidentiality under Finnish law as applicable to health and medical care professionals.

8. QUALITY

HYKSin shall strive to ensure the conditions for achieving a high-quality end result. However, due to the nature of health care services, the end result cannot be guaranteed in advance.

Any suspected malpractice is defined according to the Patient Injuries Act.



9. DISPUTES

Disputes regarding the service are primarily settled between the Patient and the patient's delegate of HYKSin. If these discussions do not lead to mutual agreement, the Patient or Customer shall contact the chief physician of HYKSin.

Any claims other than those under the Patient Injuries Act shall be made to the Service Provider without undue delay, however no more than 14 days from service delivery.

Patient injuries are handled and compensated in accordance with the Patient Injuries Act.

It is additionally agreed that if the service referred to in these general terms and conditions cannot be provided fully or in part or it is delayed because the Patient has not disclosed all essential information concerning him/herself, his/her state of health, earlier treatment, medication, or other relevant matter affecting the service, HYKSin and the Subcontractor are released from all liability for the quality or timeliness of the service.

The joint liability of HYKSin and the Subcontractor is limited to the price paid for the service. Indirect damages are not compensated.

10. FORCE MAJEURE

HYKSin and the Subcontractor are not liable for delays or other breaches of obligation due to causes beyond their control, which include, but are not limited to, a strike or other industrial action, a fire, a hospital bug as the cause of disruption or other delay, the illness of the receiving professional, disruption of electricity supply, telecommunications or information systems, an action under public law, or any other such cause that the party concerned cannot reasonably eliminate.

11. OTHER PROVISIONS

The Patient has the right to obtain services in Finnish, Swedish, English, or in his/her own native language through an interpreter according to what has been agreed in advance.

Finnish law and, in particular, the provisions and official regulations relating to health and medical care services shall apply to these general terms and conditions.

Any disputes shall be settled in the Helsinki District Court, unless another dispute resolution forum is stipulated in the mandatory provisions of the Consumer Protection Act or Patient Injuries Act.



12. SIGNATURE

I have read and understood the terms and conditions above and their content and agree to abide by them.

In Helsinki on the _____ of _____ 20_____.

Signature and name clarification

Address

Social security number/Passport number

Attachment for procedural treatment: treatment plan