

Budapest Musculoskeletal Private Clinic

General Terms and Conditions

for the use of healthcare services by patients

Translation notice. This English version is provided for informational purposes only. The Hungarian original („Általános Szerződési Feltételek” / ÁSZF) remains the sole legally binding text. In case of any discrepancy between the Hungarian and English versions, the Hungarian version prevails. References to Hungarian laws (such as the Civil Code, „Ptk.”, or the Healthcare Act, „Eütv.”) are kept with their Hungarian abbreviations and an English explanation on first mention.

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1. General Provisions

1.1. These General Terms and Conditions (hereinafter: „GTC” or „ÁSZF”) apply to the following entities:

Eleven-med Egészségügyi Szolgáltató Korlátolt Felelősségű Társaság (Limited Liability Company / Kft.)

Registered seat (székhely): 1111 Budapest, Budafoki út 15. fsz. 6.

Company registration number (cégjegyzékszám): 01 09 391996

Tax number (adószám): 27486030143

Statistical number (statisztikai számjel): 27486030-8622-113-01

Phone (telefonszám): +361/4433433

E-mail (e-mail cím): office@bmm.hu

Represented by (képviseli): Dr. Moravcsik Bence Balázs, managing director, individually

ORVOSPRAXIS-BMM 13 Egészségügyi Szolgáltató Kft.

Registered seat (székhely): 1133 Budapest, Pannónia utca 70.

Company registration number (cégjegyzékszám): 01 09 391997

Tax number (adószám): 27486054141

Statistical number (statisztikai számjel): 27486054-8622-113-01

Phone (telefonszám): 06 1/44 33 433

E-mail (e-mail cím): office@bmm.hu

Represented by (képviseli): Dr. Moravcsik Bence Balázs, managing director, individually

Medical Plus Kft.

Registered seat (székhely): 1037 Budapest, Bokor utca 15-21. földszint 19.

Company registration number (cégjegyzékszám): 01 09 922179

Tax number (adószám): 14833944141

Statistical number (statisztikai számjel): 14833944-4774-113-01

Phone (telefonszám): 06 1/44 33 433

E-mail (e-mail cím): medicalpluskft@gmail.com

Represented by (képviseli): Dr. Moravcsik Bence Balázs, managing director, individually

MEDPORT Egészségügyi Szolgáltató Kft.

Registered seat (székhely): 1114 Budapest, Bartók Béla út 11-13. 3. em. 11.

Company registration number (cégjegyzékszám): 01 09 945711

Tax number (adószám): 22941967243

Statistical number (statisztikai számjel): 22941967-8690-113-01

Phone (telefonszám): 06 1/44 33 433

E-mail (e-mail cím): gellertmed@gmail.com

Represented by (képviseli): Dr. Moravcsik Bence Balázs, managing director, individually

Medport Consulting Kft.

Registered seat (székhely): 1111 Budapest, Budafoki út 15. fsz. 6.

Company registration number (cégjegyzékszám): 01-09-391995

Tax number (adószám): 27486016-1-43

Statistical number (statisztikai számjel): 27486016-8610-113-01

Phone (telefonszám): 06 1/44 33 433

E-mail (e-mail cím): bejelentkezes@bmm.hu

Represented by (képviseli): Dr. Moravcsik Bence Balázs, managing director, individually

Data Protection Officer: Dr. Moravcsik Gazdag Gabriella, e-mail: adatvedelem@bmm.hu

As private healthcare providers operating outside the public healthcare financing system (hereinafter collectively: the „**Service Provider**”), these entities offer healthcare services to patients. The term „**Patient**” (*Páciens*) refers to any person who uses or receives the Service Provider's healthcare services, as defined in Section 3(a) of Act CLIV of 1997 on Healthcare (*Eütv.*), whether the service was ordered by the Patient themselves or by a relative or third party (the „**Client**”, in Hungarian: *Megrendelő*). These GTC apply to all offers accepted by Patients, to all healthcare services provided to them, and to all contractual relationships between the Service Provider and the Patient (together: the „**Parties**”), unless the Parties agree otherwise in writing.

1.2. These GTC apply as background rules to every individual service contract concerning the provision of healthcare services between the Parties (hereinafter: the „**Service Contract**”), whether concluded in writing, orally, or by implied conduct — including booking an appointment for healthcare services or signing an individual price quote (where one is issued).

1.3. By signing an individual written Service Contract or by booking an appointment, the Patient acknowledges that the Service Provider made it possible for the Patient to review the content of these GTC before the conclusion of the Service Contract, and that the Patient accepts the GTC then in force as binding upon themselves.

1.4. An order is any oral or written statement by the Patient (or their client) aiming for the Service Provider to provide a healthcare service to the Patient. Accordingly, booking an appointment for a specified healthcare service by phone, in writing, by e-mail or online qualifies as an order by the Patient.

1.5. The Service Provider shall publish a notice of any amendment to these GTC on its website, and shall make the consolidated, amended GTC available at the same location. The amended provisions are binding on all Patients and apply to all future healthcare services provided to them.

1.6. Unless the Service Contract or another agreement between the Parties provides otherwise, the Service Contract is concluded for a definite term, running from the start of the healthcare service selected by the Patient until its completion. During this period the GTC in force at the given time apply to the use of the ordered healthcare services, subject to any deviations set out in the individual Service Contract.

1.7. The Service Provider declares that it meets all statutory requirements for carrying out the healthcare activities set out in these GTC, holds a valid operating licence, that all persons providing services in its name and its personal contributors are registered with the competent healthcare administrative authority, and that it has an appropriate professional liability insurance policy in place.

1.8. The Service Provider is under no obligation to enter into or to maintain a contract with any given Patient.

2. Interpretive Provisions (Definitions)

The Parties record that, for the purposes of these GTC and the provision of services, the following terms have the meanings below:

1. **Patient** (*Páciens*): the person who uses or receives the Service Provider's healthcare services.
2. **Treating Physician** (*Kezelőorvos*): the physician chosen by the Patient or their authorised representative who acts on behalf of the Service Provider under a legal relationship, determines the examination and therapy plan related to the Patient's medical condition, performs the interventions, and is responsible for the Patient's medical treatment.
3. **Healthcare Service** (*Egészségügyi szolgáltatás*): any activity aimed at preserving the Patient's health, preventing, early detecting, identifying, or treating illnesses — including examination, treatment, care, nursing, medical rehabilitation, pain reduction, and the related processing of the Patient's diagnostic samples, as well as the recommendation of medicines and medical devices.
4. **Client (Orderer)** (*Megrendelő*): the Patient, or a relative or third party who orders the healthcare service for the Patient.
5. **Service Fee** (*Szolgáltatási díj*): the pre-determined consideration for the provision of a healthcare service.
6. **Availability Fee** (*Rendelkezésre állási díj*): a payment obligation owed by the Patient to the Service Provider, arising when the Patient (i) arrives more than 10 minutes late for a pre-arranged appointment, (ii) cancels the booked examination, therapy or diagnostic appointment after 10:00 a.m. on the day before, or (iii) fails to cancel and does not show up.
7. **Healthcare (Care)** (*Egészségügyi ellátás*): the totality of healthcare services related to the Patient's given health condition.

8. **Urgent Need** (*Sürgős szükség*): a change in the Patient's state of health that, without immediate medical care, would place the patient in direct danger of life or cause serious or permanent damage to health.
9. **Examination** (*Vizsgálat*): the set of activities aimed at assessing the Patient's state of health, preserving health, detecting illnesses or risks of illness, defining specific conditions, and assessing the effectiveness of necessary treatment.
10. **Medical Documentation** (*Egészségügyi dokumentáció*): any record, register, or otherwise recorded data — regardless of its form — containing healthcare and personally identifying information about the Patient's treatment that comes to the knowledge of the person providing the healthcare service on behalf of the Service Provider.
11. **Medical Confidentiality** (*Orvosi titok*): the Patient's healthcare and personal data that come to the knowledge of the persons participating in the Patient's care during the Patient's healthcare provision.

3. Healthcare Service

1. The Patient uses the Service Provider's services on the basis of their own decision, or that of their legal representative.
2. The Parties' legal relationship arising from the Service Contract is governed by the general and special rules of the Hungarian Civil Code (Act V of 2013, „Ptk.”), the provisions of the Healthcare Act (Act CLIV of 1997, „Eütv.”), other applicable laws, and professional guidelines. In their absence, the rules and guidelines published in methodological manuals apply; failing those, widely accepted professional standards published in the relevant medical literature shall govern.
3. By using the healthcare services, the Patient acknowledges and consents that the Service Provider may engage contributors (such as physicians, specialists, and other service providers) for the performance of the ordered services — in particular for medical care, special medical interventions, treatments, and other services the Patient wishes to use. The Service Provider is liable for the activities of its contributors as if it had performed the entrusted activity itself.
4. Use of the service is possible only after prior booking and confirmation of an appointment.
5. The Service Provider informs the Patient that, given the nature of healthcare services, its patient flow is not uniform, which the Patient acknowledges.
6. Any circumstance outside the Service Provider's sphere of control — an unavoidable external cause that was not foreseeable at the time of contracting and whose avoidance could not be reasonably expected from the Service Provider, and which (may) negatively affect the performance of this contract — qualifies as Force Majeure („Vis Maior”) and falls outside the responsibility of either Party. Force Majeure on the Service Provider's part does not constitute a breach of contract and does not give rise to a claim for damages by the Patient.

If a circumstance described in the preceding point occurs, the Service Provider is obliged to mitigate the damage, and may offer the following to that end:

- postponing the planned service to a later day (provided that postponement does not endanger the Patient's health, physical integrity, or life);
 - compensating the Patient by means of in-kind benefit (a healthcare service).
7. The Service Provider provides the healthcare or comfort service(s) defined in the Service Contract under the conditions specified there — observing the applicable professional and legal rules at all times — which can be found on the Service Provider's website for informational purposes.
 8. By signing the Service Contract, the Patient acknowledges that every medical intervention and treatment carries risks, and that the Patient must bear all risks for which the physician cannot be held responsible. The course and duration of recovery may differ from one Patient to another, and may deviate from the average.

4. The Care Process

4.1. General information

Contact details: the website (www.bmm.hu) contains the up-to-date contact details at any given time.

4.2. Appointment scheduling

1. Use of the service is possible only after prior booking and confirmation of an appointment.
2. Appointments can be arranged in person, by phone or in writing during opening hours, and online without restriction. The booking becomes valid upon the Service Provider's written confirmation, or — in the case of online booking — after verification of the Patient's data.
3. When booking an appointment, the Patient must provide their name, telephone number, e-mail address, address, and a brief reason for the appointment request. At the time of the first booking, the Service Provider informs the Patient — orally and/or in writing — about the consequences of the booking (the rules of cancellation of the examination appointment).
4. By completing the online booking form, or by providing their data during a phone booking, the Patient acknowledges that they have reviewed the content of the GTC in force, have accepted it after reading, and consider it binding upon themselves.
5. The Service Provider hereby informs the Client — also within these GTC — that telephone conversations with the Service Provider are recorded for quality assurance purposes.

4.3. Use of the service

1. By accepting the scheduled appointment, the Service Provider undertakes to perform the service at the agreed time.
2. The service is provided at a care location designated and prepared for that purpose.

3. The Patient and any companions must observe the rules of the healthcare service. Disturbing or obstructing the healthcare service process or the Service Provider's operations is prohibited.
4. If the Patient arrives late for the pre-arranged appointment but the delay does not exceed 10 minutes, the Service Provider will perform the agreed medical examination during the consultation. If the delay exceeds 10 minutes, the Service Provider may refuse to provide care, shorten the duration of the service, and at the same time charge the full Service Fee to the Patient.
5. The designated staff records the Patient's data in the medical administration system based on the completed and signed data intake form; in the case of returning Patients, the staff verifies and, if necessary, updates the data, and then activates the Patient. Only activated Patients are entitled to use the service (receive healthcare).
6. At every visit, the Patient must bring the documents available about earlier medical treatments and interventions related to their current complaint, for the recording of medical history. When ordering the healthcare service, the Patient must declare their personal data (and any changes thereto) and the medical data (medical history) relevant for the healthcare service to be used.
7. If the Patient refuses any of these mandatory declarations, the Service Provider may refuse to provide the service.
8. The Service Provider is entitled to modify the time or place of the service at any time, but must notify the Patient without delay. When the modification is communicated, the Patient may withdraw from using the service without legal consequences.
9. The Service Provider records that, in certain unforeseeable circumstances, the physician assigned and communicated to the Patient may be unable to attend the pre-arranged appointment. In such a case, after becoming aware of the impediment, the Service Provider undertakes to contact the Patient without delay through one of the contact details provided by the Patient — and at the latest at the agreed time on site — informing the Patient of the impediment and whether a substitute physician can be arranged for the agreed time. If the Service Provider cannot arrange a substitute, or if the Patient does not accept the substitute, the Parties shall agree on a new appointment. The Patient may not claim damages for an appointment change arising from such a reason.
10. Given the nature of healthcare services, delays may occur in the provision of the service, which the Patient acknowledges by reviewing these GTC. If a delay exceeds 30 minutes, the Patient is entitled to request a new appointment, but may not otherwise claim damages.

4.4. Healthcare provision

1. The Service Provider records the recommended therapy on the outpatient treatment sheet and also informs the Patient orally.

2. Where authorised by their professional competence and qualifications, the healthcare provider examines the Patient who turns to them. Depending on the findings, the Patient is treated, or — in the absence of the necessary material and personal conditions — referred to a healthcare provider with the appropriate conditions.
3. The Service Provider may prepare a treatment plan for the Patient's care, which it may modify at any time on appropriate grounds, with prior notice to the Patient.
4. Recommended and prescribed medications are issued in accordance with the applicable professional requirements, protocols, and procedural rules, following prior discussion, information, and consultation with the Patient, taking into account the Patient's medical history, underlying illnesses, their course and treatment, complications, and any unforeseen deterioration in condition that may arise.
5. If the Service Provider begins treatment immediately after such information and the Patient accepts it, the therapeutic recommendation is considered approved by the Patient. Even if the Patient does not accept the recommendations communicated to them, they are still obliged to pay the Service Provider the cost of the examination and medical consultation.
6. The Service Provider informs the Patient that any modification of the therapy also entails a change in the treatment price, depending on the cost of the changed healthcare services.
7. During the provision of healthcare, the Patient must inform the physician, healthcare professional, and other persons participating in the service of every relevant piece of information needed for the proper understanding of the medical history — including, in particular but not exclusively: previous illnesses, possible surgeries, medical treatments, medications taken by the Patient, health-damaging risk factors, and sensitivity to components of certain medications. Any consequences arising from the omission of this information are borne by the Patient.
8. The Patient acknowledges that it is not possible to communicate health-related information about the Patient by phone. The exception is a life-threatening deviation, in which case the data subject may receive information after identity verification. In such a case the Service Provider attempts telephone contact no more than twice.
9. The Patient acknowledges that the Service Provider forwards the medical examination results and information to the Patient's Treating Physician, who is authorised to provide the Patient with information about their content.

4.5. Conditions for withdrawal from healthcare provision

The Service Provider is entitled to suspend the provision of the service with immediate effect if:

- the Patient fails to meet their payment obligation, or does so late;
- in the Service Provider's judgement, the Patient does not cooperate properly to ensure the successful performance of the service(s), in particular if the Patient: does not follow medical instructions; disturbs other patients or members of the staff with their behaviour; the Patient's medical or mental condition, or any change in it, makes proper performance of the

service difficult or impossible; or the Patient fails to attend a scheduled appointment more than once;

- where the treatment requires the Patient's written declaration or consent, in the absence of those.

4.6. Diagnostic and therapeutic interventions arranged with partner providers

1. By booking the examination appointment, the Patient confirms that they have received the necessary information about the diagnostic and therapeutic interventions, that they have understood it, and that all concepts and questions have been clarified to their satisfaction in line with the requirements of the Eütv.
2. Based on the examination order, the Service Provider may, at the Patient's request, arrange the examination appointment(s) for the Patient.
3. The partner Service Provider may inform the Patient of the examination appointments by phone or electronically (online customer service, e-mail).
4. The Patient is aware that the Service Provider is entitled to transfer the Patient's personal data for the performance of this task.
5. The Patient accepts that the Service Provider is not liable in relation to the recommended partner. The Patient also acknowledges that they are not obliged to use the recommended service at the location proposed by the Service Provider.
6. If the Patient wishes to use the service, they authorise the Service Provider to act with full powers in arranging the examinations, to receive the examination results directly, to request the results, and to forward them on the Patient's behalf to the provider performing the examination, in compliance with the applicable data protection rules.

4.7. Medical documentation

1. The Service Provider maintains an electronic record of the medical interventions and care it provides, and handles these documents as patient documentation in accordance with the applicable laws and its internal regulations.
2. Upon discharge, the Patient receives one copy of the above after its content has been explained in detail, and all patient documentation (results of examinations performed, previous discharge summaries, and — upon the Patient's separate request — data carriers such as X-ray or MR CDs, etc.) is handed over to the Patient in full.
3. The Client acknowledges that their data and the documents related to their care will be uploaded to the EESZT (the Hungarian electronic health record system) within 24 hours of being created, in fulfilment of a statutory obligation.

5. Provisions on Patients' Rights and Obligations

5.1. Patients' rights

1. The Patient has the right to self-determination. Within this framework, the Patient may freely decide whether to use the Service Provider's healthcare services, which examinations to consent to, and which to refuse. The Patient's decision does not, however, affect their payment obligation for services already performed or already started by the Service Provider, the consideration for which the Patient is obliged to pay.
2. The Patient has the right to participate in decisions affecting their examination and treatment. A condition for the Service Provider to carry out any medical examination is that the Patient gives informed consent free from deception, threat, or coercion. This consent may be given orally, in writing, or by implied conduct, unless the law provides otherwise. The Parties agree that, for the purposes of this interpretation, the prior medical examinations carried out, the patient documentation handed over, and/or the Patient's signing of the invoice constitute the giving of consent.
3. The Patient has the right to choose the physician providing their care. The right to choose a physician may be exercised in accordance with the Service Provider's operating rules. The list of the Service Provider's physicians is available on the Service Provider's website, broken down by specialty. Considering the nature of the activities performed by the Service Provider and its physicians, the Service Provider records that in certain unforeseeable cases (e.g. illness) the physician chosen by the Patient may be unable to attend the agreed appointment. In such a case, after becoming aware of the impediment, the Service Provider undertakes to contact the Patient without delay through one of the contact details provided by the Patient, and to inform the Patient — at the latest at the agreed time on site — about the impediment and whether a substitute physician can be arranged for the agreed time, and whether the Patient accepts that substitute. If the Service Provider cannot arrange a substitute, or if the Patient does not accept that person, the Parties shall agree on a new appointment. The Patient is not entitled to any compensation for the appointment change arising from this reason.
4. Regarding any diagnosis made or therapy recommended by their Treating Physician, the Patient may request an examination by another physician of the Service Provider, but in such a case must also reimburse the fee of the healthcare service performed by the additional physician requested by the Patient.

An adult Patient with legal capacity — unless the Healthcare Act („Eütv.“) provides otherwise — may, by means of a public document, a private document with full evidentiary value, or (if unable to write) a declaration made in the joint presence of two witnesses:

- designate the adult person with legal capacity entitled to exercise the right of consent or refusal on their behalf, or who is to be informed pursuant to Section 13 of the Eütv.;
- with or without designating the person referred to in point (a), exclude any of the persons listed in Section 16(2) of the Eütv. from exercising the right of consent or refusal on their behalf, or from being informed under Section 13 of the Eütv.

The Patient's consent is not required if the omission of the given intervention or measure would seriously endanger the health or physical integrity of others, or if the patient is in immediate danger of life.

The Patient's consent to interventions is to be presumed where, due to their state of health, the Patient is not able to give a declaration of consent, and:

- obtaining the declaration of the person designated by the Patient under the above for the exercise of the right of consent would entail delay;
- in the case of invasive interventions, obtaining the declaration of the person referred to above or under Section 16(2) of the Eütv. would entail delay, and the delayed performance of the intervention would lead to serious or permanent damage to the Patient's state of health.

In the absence of consent given in writing, orally in the presence of two witnesses, or otherwise, the Service Provider does not begin the examination or intervention forming the subject of the Contract. Consent may be revoked at any time.

If the Patient, in spite of the general information acknowledged in the Contract, refuses to consent without good cause, or revokes consent without good cause:

- the Patient must reimburse the Service Provider for any damages and reasonable, certified costs arising therefrom;
- the Service Provider is entitled to withdraw from the concluded contract;
- the Patient assumes liability for any damage to their state of health.

The Patient is entitled to interrupt the use of the healthcare service at any time, but in such a case:

- the Patient must reimburse the Service Provider for the damages arising therefrom and for any reasonable and certified costs incurred;
- the Service Provider is entitled to withdraw from the concluded contract, and the Patient assumes liability for any damage to their state of health, except where such damage would have occurred even without the interruption of the use of the healthcare service.

If the Patient lacks legal capacity and there is no person entitled to make a declaration under point (a) above, the right of consent and refusal may be exercised by the persons listed in the order specified in Section 16(2) of the Eütv.

1. The Service Provider provides information in Hungarian. If, at the Patient's request, an interpreter or sign-language interpreter is used for the information, selecting and engaging that person is the Patient's responsibility, and the costs are borne by the Patient. The Service Provider assumes no responsibility for the conduct or activity of the interpreter.
2. The Service Provider notes that the information may be provided to the Patient/Client orally or in writing, at their choice.
3. By accepting the medical documentation prepared and handed over about each examination performed, or the invoice (online or offline), the Patient acknowledges that they have received

from the Service Provider or its representative the information they requested and to a sufficient and satisfactory extent.

4. A condition for any medical intervention by the Service Provider is that the Client gives informed consent free from deception, threat, or coercion. This consent may be given orally, in writing, or by implied conduct, unless the law provides otherwise. By accepting the medical documentation prepared and handed over about each examination performed or the invoice, or by actually using the Service Provider's healthcare service following the prior medical examination and information, the Patient's consent under this point is deemed to have been given.
5. The Patient may exercise the right to maintain contact granted by the Eütv. subject to the conditions in place at the Service Provider, with respect for the rights of fellow patients, and while ensuring undisturbed patient care. The Patient may prohibit the disclosure of the fact of their care or (medical) treatment, or any other information related to it, to others, unless the Eütv. or another law provides otherwise.
6. The Patient is entitled to access the data contained in the medical documentation prepared about them, and has the right to request information about it in accordance with the applicable data protection laws and the Service Provider's Data Protection Policy. The Service Provider is the holder of the medical documentation; the Patient is the holder of the data contained in it.
7. The Patient is entitled to inspect the medical documentation, to make extracts or copies, or to receive copies. During the healthcare related to their given illness, the Patient may, in writing, authorise a designated person to inspect the medical documentation concerning them, and to make copies of it. The Patient has the right to declare to whom information may be given about their illness and its expected outcome, and whom they exclude from learning about their health data, in part or in full. The Patient must inform the Service Provider of this declaration in writing when concluding the Service Contract, and hand it over in writing.
8. After the conclusion of the Patient's healthcare, only the person authorised by the Patient is entitled to inspect the medical documentation and make copies of it. The Patient has the right to declare to whom information may be given about their illness and its expected outcome, and whom they exclude from learning about their health data, in part or in full. The Patient must inform the Service Provider of this declaration in writing when concluding the Service Contract, and hand it over in writing.
9. The data subject's health data must be disclosed even without their consent if so required by law, or if necessary for the protection of the life, physical integrity, or health of others.

The Patient declares that, prior to signing the Contract, in relation to the healthcare forming the subject of the Contract, they have been informed about:

- their state of health, including its medical assessment;
- the recommended examinations and interventions;

- the possible benefits and risks of performing or omitting the recommended examinations and interventions;
- the planned timings of the examinations and interventions;
- possible alternative procedures and methods;
- the process and expected outcome of the care;
- further care;
- the recommended lifestyle; as well as
- the decisions available to them regarding the examinations and interventions — in a form they understood, that they have received answers to the questions they raised, and that, weighing all the relevant circumstances freely, they have decided to conclude the Contract and to use the healthcare service.

The Service Provider provides the contracted healthcare in compliance with legal, professional, and ethical rules, keeping in mind the Patient's medical and other interests; it does not undertake to achieve a specific result unless the contract expressly provides otherwise. The Service Provider informs the Patient — and the Patient acknowledges — that the healthcare is provided based on the information made available by the Patient and obtained through the examinations required by law and professional rules. The Service Provider assumes no liability for complications arising from information withheld by the Patient that could have been prevented had it been known, or from congenital, hereditary, or other unknown illnesses that could have been diagnosed only by examinations not required by law or professional rules. The Patient may revoke their consent to the provision of the service at any time; in case of revocation without good cause, however, the Patient is obliged to reimburse the costs arising under these GTC.

5.2. Duty of cooperation

1. When using the healthcare service, the Patient must observe the applicable laws and the Service Provider's operating rules, as well as the provisions of these GTC.
2. If the Patient's state of health allows it, the Patient must cooperate with the Service Provider throughout the use of the service, according to their abilities and knowledge, as follows:
 - to inform them of everything necessary to establish the diagnosis, prepare a proper treatment plan, and carry out the interventions — in particular every previous illness, medical treatment, medication or health product taken, and health-damaging risk factor;
 - to inform them — in connection with their own illness — of anything that may endanger the life or physical integrity of others, in particular contagious diseases and conditions that preclude the exercise of an occupation;
 - in the case of contagious diseases, to name the persons from whom they may have contracted the disease and whom they may have infected;
 - to inform them of any earlier legal declaration affecting their healthcare;
 - to observe the instructions received from them in connection with their medical treatment;

- to respect the rights of other patients and of the staff working in a legal relationship with the Service Provider.
1. The Treating Physician, the healthcare professional providing care, and the customer service staff provide information to the Patient with knowledge of these data, carefully, gradually if necessary, and with regard to the Patient's condition and circumstances.
 2. The Service Provider reserves the right to refuse to provide further service to the Patient until the Patient fulfils the obligations listed in this point.
 3. If the Patient breaches the provisions of these GTC, they must immediately reimburse the Service Provider for all damages and enforcement costs. The Service Provider excludes liability for any damage or consequence affecting the Client arising from the breach of the obligations listed in this point or of the provisions of these GTC.

6. General Information on the Service Fee

1. The Patient is obliged to pay a fee for the Services used. As consideration for the Service, the Patient must pay the Service Provider the fee determined by the price list in force at the given time.
2. Prices cannot be reduced even if the Patient, for any reason, does not use — or in their perception did not use — part of a given Service (e.g. a particular examination).
3. The Service Fee is the consideration for the Service listed in the price list, which does not, or does not in every case or in full, include other potentially fee-bearing services associated with the Service, or the price of materials used (e.g. injections) and instruments.
4. The Service Provider provides its services in compliance with Act CXXVII of 2007 on Value Added Tax (Hungarian VAT Act).
5. The Client may pay the consideration for the service in cash, by bank card, by bank transfer, or in certain cases through health fund (egészségpénztár) or health insurance coverage.
6. By accepting these GTC, the Client undertakes an unconditional and irrevocable obligation to pay the consideration for the healthcare services performed by the Service Provider. If the service fee is not paid when due (e.g. by transfer, insurer financing, etc.), the Client may also undertake to settle the invoice by authorising the Service Provider to collect the due invoice by direct debit.
7. In the event of payment default, the Service Provider may refuse to provide any further healthcare service until the Patient settles the outstanding debt.
8. The Service Provider issues a paper-based or electronic invoice for the Service fee, delivered by sending it to the e-mail address provided by the Patient in the Service Contract, or by handing it over to the Patient.
9. If the Patient submits a complaint regarding the invoice before the payment deadline expires, the payment deadline for the disputed fee item shall be extended by the duration of the

complaint examination. A complaint submitted regarding an invoice past its payment deadline does not suspend the obligation to pay.

10. Payment default and its consequences: After the unsuccessful expiry of the payment deadline, the Service Provider is entitled to charge daily interest on the Patient's unpaid debt from the first day of the delay, at a rate of twice the prevailing central bank base rate.
11. The Patient is liable for any costs incurred as a result of the non-fulfilment of their payment obligation. The Patient is obliged to pay, as damages, the costs charged by those involved in the recovery of the debt.
12. If the Patient owes both default interest, costs, and the service fee, and the amount paid is not sufficient to settle the entire debt, the Service Provider is entitled to apply it first to costs, then to default interest, and lastly to the fee debt.
13. The Patient acknowledges that if they do not fulfil their payment obligation, the Service Provider is entitled to enforce it in a payment order procedure or a civil court proceeding, the costs of which are also borne by the Patient.
14. The Service Provider reserves the right to change prices unilaterally.

7. Cancellation Policy and Availability Fee

1. If the Patient books an appointment in advance for the Service but fails to attend, or cancels the appointment after 10:00 a.m. on the day before, the Service Provider is entitled to issue and send to the Client an invoice for damages, called the „Availability Fee”, in the amount determined at the given time; the deadline for settlement is 3 days.
2. If the Patient can document the justification of the cancellation due to an impediment with an official document, the Service Provider waives payment of the damages. The Service Provider may also depart from the above in the Patient's favour, in cases warranting special consideration, on a case-by-case basis.
3. Appointments may be cancelled by phone and by e-mail.
4. In connection with the „Availability Fee”, the rules set out in „General Information on the Service Fee” applicable to the service fee also apply to the Availability Fee.

8. Complaints Handling

1. Complaints related to the healthcare service are handled by the Service Provider's staff member designated for complaint handling.
 - Address: 1111 Budapest, Budafoki út 14.
 - E-mail: info@bmm.hu
2. The Service Provider accepts complaints related to the Service exclusively from the Patient or their written agent, and exclusively in writing.

3. The Service Provider examines the complaint within 30 days and notifies the Patient of the outcome in writing.

9. Processing of Personal Data and Data Protection

1. To use the service, the Patient must provide the Service Provider with the data set out in the individual Service Contract. To conclude the Service Contract, the Service Provider must request the Patient's identification document (ID card, passport, or driving licence) and address card for identification purposes; no copies are made.
2. By signing the Service Contract, the Patient consents to the Service Provider's processing of the medical and personal data and information — required to perform the obligations under the Service Contract and prescribed by law — concerning the Patient and necessary for the activity that is the subject of the service, as well as to the Service Provider's contributors and providers of mediated services becoming aware of such data for the purpose of performing the services, and to the Service Provider's transferring the necessary data to them. The Service Provider publishes on its website, in its Data Protection Policy, the list of external persons and organisations (with the designation of their services) that participate in the provision of the service.
3. The Service Provider is committed to the highest level of protection of the Patient's data, as required by law. The Service Provider publishes its Privacy Notice („Adatkezelési tájékoztató”) on its website and at its registered seat/site.
4. The Service Provider carries out data processing based on the Patient's prior consent in full compliance with the laws in force at all times — in particular Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR); Act CXII of 2011 on the Right to Informational Self-Determination and on Freedom of Information („Info. tv.”); Act CLIV of 1997 on Healthcare; and Act XLVII of 1997 on the Processing and Protection of Health and Related Personal Data.

10. Miscellaneous Provisions

1. The Service Provider is entitled to unilaterally amend the GTC at any time, but must publish the fact of the amendment and the amended GTC on its website. Amendments to these GTC do not affect Service Contracts previously concluded.
2. The Parties submit disputes arising from or in connection with the Contract — in particular disputes related to the breach, existence, validity, or interpretation of the Contract — to the exclusive jurisdiction of the Buda Central District Court (Budai Központi Kerületi Bíróság) or, depending on the value of the claim, the Metropolitan Court of Budapest (Fővárosi Törvényszék).

3. In matters not regulated in these GTC, the provisions of Act V of 2013 on the Civil Code („Ptk.”) and Act CLIV of 1997 on Healthcare („Eütv.”), and the Hungarian laws in force at the given time, shall govern.
4. These GTC are concluded for a definite period covering the entire duration of the use of the Service Provider's services, until the fulfilment of the tasks undertaken by the Service Provider.

11. Campaign Rules — „5000 – Thank You” Campaign

Organiser of the campaign. The campaign is organised by the Budapest Musculoskeletal Private Clinic (hereinafter: **BMM**).

Amount and scope of the discount. Within the campaign, BMM provides a discount of HUF 250,000 gross from the price of the designated surgical programmes. The discount applies exclusively to the following packages:

- Senior Mobility knee and hip prosthesis programme
- Premium Activity knee and hip prosthesis programme

Eligibility conditions. The discount can be used by Patients who jointly meet the following conditions:

- Coupon code use: providing the BMM5000 coupon code during appointment booking.
- Consultation period: the specialist consultation takes place between 4 May 2026 and 7 June 2026.
- Designated specialists: the consultation and the surgery are performed by one of the specialists participating in the campaign: Dr. Holnapy Gergely PhD, Dr. Molnár Péter, Dr. Bejek Zoltán PhD, Dr. Gáspár Szabolcs, Dr. Kincses Dániel, Dr. Maysam Amin, Dr. Csernus Sándor.
- Medical indication: during the specialist consultation, the specialist establishes the surgical indication.

Binding nature of the offer and acceptance.

- Start: the binding period begins on the day the written surgical price quote is sent following the specialist consultation.
- End: the offer expires on the 35th calendar day from the date of sending.
- Eligibility requirement: acceptance of the offer alone does not replace the specialist eligibility examination.
- Release: BMM expressly reserves the right — and is released from performance — if surgery cannot be carried out due to a medical contraindication. In that case, the validity of the discount ceases, unless the contraindication is temporary and the surgery can still be performed by the final deadline.

Final deadline. The discounted surgery must take place no later than 31 July 2026.

Postponement rules. If the surgery is not carried out at the planned time due to a documented medical contraindication or another unforeseeable, unavoidable cause (force majeure), the discount

may be retained only if the new date also falls within the deadline of 31 July 2026. If the Patient, for documented medical reasons beyond their control (in particular intervening infection or acute illness), cannot have the surgery performed by 31 July 2026, BMM may, on a case-by-case basis, extend the validity of the discount by up to 30 days.

Exclusions and limitations.

- **Combinability:** the discount cannot be combined with any other campaign or individual discount.
- **Co-financing:** the discount cannot be used in state-financed care.
- **Cash redemption:** the discount cannot be exchanged for cash and cannot be transferred to other services.
- **Price quotes issued before 4 May 2026** are not covered by the discount.

Closing provisions. BMM is entitled to modify the conditions of the campaign prospectively, or to withdraw the campaign, without disadvantage to Patients who already have a valid price quote in progress or have already booked an appointment during the campaign period. The amendment or withdrawal does not affect the enforceability of already-sent valid price quotes. Matters not regulated in this policy are governed by BMM's General Terms and Conditions.

Data processing. The handling of personal and health data related to coupon code records, consultation booking, and this campaign is governed by BMM's Privacy Notice in force at any given time (available at: <https://bmm.hu/adatkezelesi-tajekoztato/>).

Complaints handling. Complaints related to this campaign are handled in accordance with the complaints procedure set out in BMM's General Terms and Conditions. The consumer may also turn to the consumer protection authority and to the territorially competent conciliation body.

12. Campaign Rules — Summer 2026 Campaign

Organiser of the campaign. The campaign is organised by the Budapest Musculoskeletal Private Clinic (hereinafter: **BMM**).

Amount and scope of the discount. Within the campaign, BMM provides a discount of HUF 500,000 gross from the price of the designated surgical programmes. The discount applies exclusively to the following packages:

- Senior Mobility knee and hip prosthesis programme
- Premium Activity knee and hip prosthesis programme
- Robotic Precision Programme knee and hip prosthesis programme

Eligibility conditions. The discount can be used by Patients who jointly meet the following conditions:

- **Consultation period:** the specialist consultation takes place between 15 June 2026 and 31 August 2026.

- Designated specialists: the consultation and the surgery are performed by one of the specialists participating in the campaign: Dr. Holnapy Gergely PhD, Dr. Kincses Dániel, Dr. Maysam Amin. BMM reserves the right, based on available capacity or individual fairness, to extend the discount to surgeries performed by a specialist not listed above; the Patient receives individual written (e-mail) confirmation of this before the booking is finalised.
- Medical indication: during the specialist consultation, the specialist establishes the surgical indication.
- The discount applies exclusively to surgeries actually performed between 1 August 2026 and 31 August 2026 (both days inclusive).

Binding nature of the offer and acceptance.

- Start: the binding period begins on the day the written surgical price quote is sent following the specialist consultation.
- End: the offer expires on the 35th calendar day from the date of sending.
- Eligibility requirement: acceptance of the offer alone does not replace the specialist eligibility examination.
- Release: BMM expressly reserves the right — and is released from performance — if surgery cannot be carried out due to a medical contraindication. In that case, the validity of the discount ceases, unless the contraindication is temporary and the surgery can still be performed by the final deadline.

Final deadline. The discounted surgery must take place no later than 31 August 2026.

Postponement rules. If the surgery is not carried out at the planned time due to a documented medical contraindication or another unforeseeable, unavoidable cause (force majeure), the discount may be retained only if the new date also falls within the deadline of 31 August 2026. If the Patient, for documented medical reasons beyond their control (in particular intervening infection or acute illness), cannot have the surgery performed by 31 August 2026, BMM may, on a case-by-case basis, extend the validity of the discount by up to 30 days.

Exclusions and limitations.

- Combinability: the discount cannot be combined with any other campaign or individual discount.
- Co-financing: the discount cannot be used in state-financed care.
- Cash redemption: the discount cannot be exchanged for cash and cannot be transferred to other services.
- Price quotes issued before 15 June 2026 are not covered by the discount.

Closing provisions. BMM is entitled to modify the conditions of the campaign prospectively, or to withdraw the campaign, without disadvantage to Patients who already have a valid price quote in progress or have already booked an appointment during the campaign period. The amendment or

withdrawal does not affect the enforceability of already-sent valid price quotes. Matters not regulated in this policy are governed by BMM's General Terms and Conditions.

Data processing. The handling of personal and health data related to coupon code records, consultation booking, and this campaign is governed by BMM's Privacy Notice in force at any given time (available at: <https://bmm.hu/adatkezelesi-tajekoztato/>).

Complaints handling. Complaints related to this campaign are handled in accordance with the complaints procedure set out in BMM's General Terms and Conditions. The consumer may also turn to the consumer protection authority and to the territorially competent conciliation body.

Effective from: 4 June 2026. Budapest, 8 June 2026.	Dr. Moravcsik Bence Balázs <i>managing director (ügyvezető)</i>
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