

Terms and conditions for Teleconsultation services

PREAMBLE

The use of the medical teleconsultation service of Europ Assistance, including the online solutions enabling the Client to access and use the service, is subject to the acknowledgment and the acceptance of the present terms and conditions.

The purpose of these terms and conditions is to define the rights and obligations of the Parties, related to the delivery of the medical teleconsultation service.

1. Definitions:

Partner: Partner is the company that has concluded the service agreement with Europ Assistance – Belgrade branch for the organization of the teleconsultation services, for the favour of its clients defined as Eligible person.

Eligible person: The person, who is identified as a person having right to use the teleconsultation services, on the basis of its contract with the Partner. This contract with the Partner is intended to regulate the exact services the Eligible person can request through the use of the Software.

Service Provider: Europ Assistance – Belgrade branch (registered address: 11070 New Belgrade, Japanska 8., company registration number: 29501840, VAT: 106004464) is a corporation having agreement with the Partner to organize teleconsultation services via establishing the Medical professional network, or having contracts with Medical professionals and putting on disposal tool for teleconsultation with the member of this network for Eligible persons.

Doctor: means a person who has graduated from the Faculty of Medicine, and who has concluded an Agreement with the Service Provider for the provision of Services under these Terms and Conditions. Physician means a person who, in addition to the above conditions, has the necessary license in accordance with the Law on Health Care ("Official Gazette of RS" No. 25/2019), ie that it is a licensed physician or health care worker of another specialization.

Medical professionals: mean Doctor or Nurse or any other Medical professional, duly graduated and have appropriate qualification of Medical professional (dentist, psychologist, pharmacist ect.), and is especially trained to provide the Service.

Client: means an Eligible person entitled to a Service in accordance with these Terms and conditions, who activates the Service for the purpose of obtaining medical advice.

Service: means the medical teleconsultation service operated by the Service Provider that includes (i) the medical orientation and eligibility check through Europ Assistance, (ii) the online booking of the Service by the Service Provider, (iii) the Service via communications channels being proposed by the Service Provider, and (iv) other related medical services being proposed online or via phone (medical records storage, monitoring service etc.)

Software: means the complete computing solution developed by the Service Provider or by its vendors, put at the disposal of the Client and Medical professionals to access and deliver the Service. It includes the possibility of the medical orientation via phone, the online booking tool accessed by the Service Provider and used for the favour of the Client, and the chat and video-chat system. Before using the Software, the Client needs to accept the present terms and conditions.

Specialist: means a medical Doctor having a specific medical specialty.

Teleconsultation: means remote medical consultation by telephone, audio, chat or video, which excludes any kind of physical examination of the Client, prescribing a diagnosis, as well as giving therapy. The provision of Teleconsultation Services is of a purely informative nature and is limited to providing appropriate advice by Medical professional to the Client, referrals or organisation of examination or diagnostic procedures in some of Medical providers registered for such a services, and other services in accordance with the Local legal provisions.

2. Acceptance of the terms and conditions by the Client

2.1. The acceptance of these terms and conditions by the Client is a prior condition to the performance of the Service by the Service Provider. This acceptance is done at the first time when the Eligible person calls the Service Provider and notifies the Service Provider about its intention to take the teleconsultation

services, through the telephone system of the Service Provider in recorded call, or can agree by clicking the appropriate box before on line booking.

3. Description of the Services

3.1. The scope of the service

The medical teleconsultation service, the Service, is a remote solution that allows the Client to communicate by phone, audio, chat or video to a Medical professional, who can be a general practitioner, a specialist, any other Medical professional with specific fields of competences. Medical professionals are not authorized to provide medical assistance in the form of diagnosis or prescribing therapy, as well as the provision of services that can be considered as performing health care activities.

3.2. Disclaimer & warning

The Service is not an emergency service. In case of emergency, the Client should call the local emergency phone numbers or go directly to the nearest emergency unit at a medical facility.

Medical professional will not be considered responsible in the event of any change or deterioration in the Client's health.

The Service does not substitute to the relationships of the Client with her/his usual treating doctor. It is only complementary in case the treating doctor cannot be available. We strongly encourage the Client to share with the treating doctor any communication she/he may have with a Medical professional of the Service. Medical professional during providing teleconsultation service will not have in front of him all medical documentation, medical history etc. of the Client, which is crucial in giving complete advice regarding to the health condition of the Client.

3.3. The Service

3.3.1. Description of the Service

The Service includes 4 major steps, which are described below:

1. Eligibility check and right for Teleconsultation
2. The online booking for the Service,
3. The Service via communications channels being proposed by the Insurer, and
4. Other related medical services online or via phone (medical records storage, follow up services etc.)

1. Eligibility check and right for Teleconsultation

By calling dedicated phone number of the Service Provider, when identification and eligibility is confirmed by the Service Provider, the Client is declaring her/his symptoms and is oriented accordingly to the best appropriate assistance solution from which one can be teleconsultation with an available Medical professional. If Client is willing to have teleconsultation the Service Provider is guiding him to the next step.

2. Online booking for the Service

The Client is giving to the Service Provider information of language and preferable channel of communication she/he prefers (phone, audio, video, chat). The Client can choose a doctor of a certain specialty (option), or another Medical professional, date and time for the providing Service, depending on the selection of specialties the Service provider agreed of Medical professional and as provided in the contract the Eligible Person concluded with the Partner.

3. The Service

At the date and time of the Service, the Client can connect directly (video, audio and chat) thanks to the link she/he has received via email. If by phone Medical professional is contacting the Client directly on the declared phone number. The estimated duration of the Service is a maximum of 30 minutes from the scheduled start of the Service.

4. Other related medical services

According to options available in the contract the Eligible person concluded with the Partner, other medical services can be provided if in accordance with Local Legal provision. The contract between Eligible person and the Partner, define these additional services if in accordance with Applicable Law in Republic of Serbia.

3.3.2. Access to the Service

To access the Service, the Client will receive from the Service Provider the confirmation of her/his appointment details by e-mail containing link for connecting to the teleconsultation platform.

10 minutes before the date and time of the appointment, the Client is receiving another email with the link to connect if she/he selected chat or video-chat for her/his teleconsultation.

3.3.3. Modification – Cancellation of the appointment

The Client has the possibility to modify and / or cancel her/his appointment by calling dedicated phone number of the Service Provider up to 24h before it starts. In any case if cancellation is done later of the 24h term, it would be counted as Client used the teleconsultation service.

3.3.4. Multiple appointments

The system does not allow to book several appointments for the same Client and the same Specialty. The Client will have to have a first Service before booking another one, if necessary.

3.3.5 Performance of the Service by chat and video-chat

The Client does not have to wait for the exact time to click on the button “START MY TELECONSULTATION” in the email he received 10 minutes before the time of the appointment. Until the Medical professional connects, the Client proceeds to the virtual waiting room.

When the Medical professional is connecting, a welcome message is displayed and

- if chat was selected, the Client and Medical professional can start exchanging
- if video-chat was selected, the Client must consent the use of the video and the video-window is opening. The Client can decide not to open the video and to talk to Medical professional via audio

The Client must commit to be available at that time and to check that the bandwidth for the internet connection required for the Service is enough for the quality of the exchange.

The Client may be late and is allowed to connect up to 10 minutes before the end of the 30 minutes slot she/he was allocated with our Medical professional. Service Provider do not guarantee that our Medical professional will still be connected, and in any case, the exchange cannot length more than the initial duration of the timeslot.

All along the conversation with our Medical professional, the Client and Medical Professional can both share documents through the chat or start chatting directly. If connected by mobile phone, the Client can take a picture directly with the mobile camera and share it picture via the chat.

3.3.6. Performance of the Service by phone

If the Client chose to be contacted by phone, Medical professional will call the Client on the mobile phone or landline she/he declared. The Client undertakes to be available at the scheduled time and for the duration of the Service.

If the Client does not respond to the call of the Medical professional, the Medical Professional will call the Client twice more every 5 minutes. if the Client does not respond, the Client will have to schedule another appointment.

3.3.7. Presence of a Medical professional

Despite the best efforts of the Service Provider, the Medical professional scheduled for the appointment of the Client may not be available at the due time. If still not available after 5 minutes, the request is automatically forwarded to another best available Medical professional to answer the Client.

If unfortunately, no Medical professional is available, a message is displayed to the Client accordingly, inviting her/him to book another date and time for a teleconsultation.

If the Client is disconnecting before the 5 minutes happen, the Service Provider receives an alert message and calls the Client to control what happened. If the Client confirms she/he still needs to talk with the Medical professional, the Service Provider will connect the Client immediately to the Medical professional by phone or will offer to book another time slot if Medical professional is not available.

3.3.8. The Client is minor or legally dependent

In case the Client is a minor or a legally dependent person, she/he must be assisted by an authorized legal representative only. Its declaration as such is under its sole responsibility.

3.3.9 Other related services

The following services may not be available in the Client's location or not allowed in the contract.

- Summary of the Service: few minutes after the end of the Service, the Client will receive by e-mail a summary from Medical professional. If the chat has been used, the detailed transcription of the exchange will be displayed as well. In any case this transcription cannot be considered as a medical report and could not be used to report any claim.
- Follow-up teleconsultation: if authorized by the local regulation, and if considered as necessary by our Medical professional, a follow-up teleconsultation can be organized by our doctor at a date and time that will be convenient to both. If it concerns exams and diagnostics procedure proposed by our doctor, and in the case the Client could not perform the exams or did not receive the results before the certain date and time, she/he will have to inform Europ Assistance to postpone the appointment. This can be done by phone only through our 24/7 contact center

4. Exclusions

- Any request considered as medically non-eligible– in that case, an alternative assistance solution is proposed to the Client
- Emergency situation or condition, at the sole decision by our doctor – in that case we advise the Client either to call the local emergency phone number or to go directly to the nearest emergency unit of a medical facility
- Any medical act not allowed by the local regulation,
- Any call from a minor or a dependent Client not assisted by an authorized person
- Prescriptions
- Medical certificates

5. Personal data

The Partner is in charge of processing personal data implemented under the Service. The notification of the Partner about the processing of the personal data is applicable to the data processing as per this Service.

The Service Provider is performing measurement of the customer satisfaction as follows:

When the Medical professionals closing the conversation OR the Client logs out of the chat window (using the END CHAT button available from the bottom left menu), the Client will be proposed to fill in a NPS survey.

NPS survey will include:

First Yes/no question: "Would you recommend the service to your friends and family?"

- Second Yes/No question: "Is the service easy to use?"
- "Please rate the quality of the videochat" (rating 1 to 5)
- Free comments

The NPS results will be stored within the territory of EU and the Service provider is using a data sub processor for that purpose, the LiveHelp® providing technical background for the Software.

6. Responsibility

6.1 Responsibility of the Service Provider

The Service Provider is responsible for the organization of the delivery of the Service, however the Service Provider is not responsible for the actual service provided by the Doctor or Specialist, the Doctor and the Medical professional are responsible for their declaration, advices and their professional activity conducted during the provision of the Services.

Service Provider cannot be held responsible for any damage caused by viruses, bugs, or even any program or application that would be incompatible with the infrastructure used by the Client, nor the damage to the Client as a result of an interruption, maintenance, technical problem, power outage or telecommunications networks, overload, lack of continuity of telecommunications networks including the Internet, omission, negligence or the lack of third party or Client or incompatibility of the Client's computer configuration.

Each Client is responsible for implementing an anti-virus solution on her/his device used to access the

Service and for taking security measures to prevent the spread of viruses and, in general, the right operation and maintenance of the equipment that enables her/him to benefit from the Service, including the subscription and the Internet connection fees.
Service Provider will not be held responsible for any non-performance or delay in the performance of the Service, caused by events beyond his control ("Force Majeure Case").
A Force Majeure case includes any act, event, non-achievement, omission or accident beyond Service Provider's control and includes (without limitation):
- Strikes, closures or other industrial actions
- Civil unrest, riot, invasion, terrorist attack or threat of terrorist attack, (declared or undeclared), or threat or preparation for war
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disasters
- Unable to use rail, boats, planes, roads or other means private or public transport
- The impossibility, whatever the cause, to use telecommunications networks public and private
- Acts, decrees, legislation, regulations or restrictions of all governments
- Strike, failure or accidents of shipping, postal or other
The application of this Terms and Conditions will be suspended as long as the Force Majeure Case is in force Europ Assistance will endeavour as much as possible to find a solution that would allow to carry out the teleconsultation services despite the case of Force Majeure.
Service Provider is responsible for the only direct and foreseeable damages associated with the use of the Software used for the Service, excluding any indirect damage.
In particular, Service Provider is not liable for damages resulting from:
- The transmission by the Client to third parties of any information about his health and in particular the medical information produced by Medical professional for the Service;
- The Client's disclosure to third parties of the links and credentials to connect the Service;
- The use by the Client of another Client's connection details;
- The Client's transmission of incomplete, erroneous, truncated or defect medical information and/or documents that are useful and/or necessary for the provision of the Service by Medical professional..
6.2. The Client Responsibility
The Client remains fully and personally responsible for the use of the Service.
For this purpose, the Client must in particular:
- keep the link for connection strictly confidential and not to disclose them to third parties, and, in general, to any third party regardless of their qualities and professional activities;
- make good internet connection and appropriate browser that would be displayed in order to have good performance of teleconsultation (list of appropriate browsers is notified in the confirmation e-mail)
- use devices which are under the unlimited disposal of the Client and to avoid the use of company devices to make sure that all information technology security requirements can be fulfilled;
- respect the access rules to the Service, in particular, not using links of another Client, or seek to know this information;
- notify the Insurer of any technical malfunction set out and any abnormalities discovery, such as intrusions;
- provide all the useful, necessary, complete, accurate and truthful information about her/his health condition of to enable the Service to be delivered.
In using the Service, the Client agrees not to:
- Send or otherwise transmit to or through the Software used for the Service any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Software or computers of any kind, and any unsolicited advertising, solicitation or promotional materials;

- Misrepresent your identity or affiliation in any way;
- Reverse engineer, disassemble or decompile any section or technology on the Software, or attempt to do any of the foregoing;
- Gain unauthorized access to the Software and the Service, to other Clients' links, personally identifiable information or other information, or to other computers or websites connected or linked to the Software;
- Launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Software in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- Send or otherwise transmit to or through the Software chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;
- Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, Software or telecommunications equipment;
- Violate any applicable laws or regulations or these Terms and conditions;
- Alter or modify any part of the content or services offered through the Software; or
- Assist or permit any persons in engaging in any of the activities described above.
7. Intellectual property rights and content
All materials used to provide the Services, including design, layout, and organization (collectively the Content), are owned and protected. The content contains trademarks, service marks and registered trademarks of the Service Provider and Licensors. All right and title of the Content, trademarks are reserved by the Service Provider or Licensors.
8. Applicable language and law
The language of the present Terms and conditions is English The positive law of the Republic of Serbia is applicable.