

T4T – TRAVEL FOR TREATMENT

GENERAL CONDITIONS

Between:

UNLIMITEDCARE – **Serviços de Saúde e Assistência, S.A.**, headquartered in Avenida Marechal Craveiro Lopes, 6 - Campo Grande 1700-284 Lisbon, with the single registration and legal person number) 510 367 615 and a capital of € 100,000.00 (one hundred thousand euros), hereinafter called "**UC**",

and

The Person legally identified in the contract is entered into, hereinafter called "CLIENT".

Jointly referred to as "Contracting Parties"

This Service Contract is entered into freely and in good faith and will be ruled by the provisions of the clauses hereinafter:

OBJECT:

- **1.1.** The CLIENT is eligible for the terms of this contract by virtue of being a citizen resident in the USA.
- **1.2.** The contracting of T4T Travel for Treatment distributed by UC, takes for granted the knowledge and acceptance of these conditions by the CLIENT.
- **1.3.** By this contract, UC undertakes to provide the CLIENT with a medical teleconsultation at a private medical network to analyze the CLIENT's medical file for allocation of the quote for the subsequent necessary medical acts.
- **1.4.** Any of the subsequent medical acts will be provided directly by the chosen medical provider upon acceptance of the quote by the CLIENT.
- **1.5.** UC is responsible for assuring the credentials, technical and legal qualifications of all its associates, partners and other entities listed in the "Medical Network" as a part of its Private

Medical Network, including hospitals, doctors, nurses, clinics, and others, hereinafter called "HEALTH PROFESSIONALS", although with no relationship of hierarchical and/or functional subordination between those professionals and UC. Under these terms, UC will never be involved in any contention or dispute between the CLIENT and the HEALTH PROFESSIONALS deriving from the services provided by the latter under the terms of this Contract and is consequently not liable for any their actions or omissions or for any damages caused by their actions.

- **1.6.** UC may amend the "Medical Network" at any time, to alter listings of HEALTH PROFESSIONALS in its Private Medical Network, the nature, price and/or location of services and benefits provided under this Contract. Any modification or updating of the "Medical Network will be available online and may be consulted through the website https://t4t.future-healthcare.net and https://travel4treatment.org.
- **1.7.** The CLIENT is solely responsible for the veracity and authenticity of the information provided. Any false information may lead to the immediate termination of the contract and may incur the civil or criminal liability of the CLIENT.
- **1.8.** The CLIENT acknowledges that the nature of this agreement is a contract for the provision of services to access a medical network and not a health insurance contract or even a provision of medical services.

2. USE OF SERVICES:

- **2.1.** The CLIENT is responsible for the correct use of the services and for the possession of the T4T Travel for Treatment Contract No. as it is a non-transferable personal element.
- **2.2.** In the case of cancellation, the CLIENT shall contact UC, at telephone no. (+351) 217 81 82 83, by email sent to the electronic address servico.apoio.cliente@future-healthcare.eu or in writing to the address of UC in Avenida Marechal Craveiro Lopes, 6 Campo Grande 1700-284 Lisbon;
- **2.3.** The CLIENT is solely responsible for the payment of the Contract Fee.
- **2.4.** If the CLIENT agrees and accepts the proposed budget, the CLIENT is solely responsible for the payment of amounts owed to the HEALTH PROFESSIONALS for their services and UC is completely excluded from sharing these costs.

- **2.5.** In the event that the CLIENT accepts the budget given by the medical provider, UC reserves the right to charge a fee for the management of the CLIENT's file, for which the invoice will be issued.
- **2.6.** The CLIENT will have the possibility to make the payment of the services via one of several available payment mechanisms, such as bank transfer, credit card, debit card, and American Express (AMEX).

3. DURATION:

- **3.1.** This contract is valid for 1 (one) utilization after its subscriptions and is not renewable.
- **3.2.** The early termination of the contract does not grant the CLIENT the right to the reimbursement of any part of the Fee paid.

4. PRICES:

- **4.1.** For the utilization of the services foreseen in the contract, the CLIENT will pay UC a Fee stipulated by the Contract, of the amounts, with the time limits and form of payment agreed when the services are subscribed.
- **4.2.** This Fee will be paid in once, by the payment methods provided to the CLIENT in the moment of subscription of the Contract, without prejudice to clause 3.5.
- **4.3.** The T4T *Travel for Treatment* Contract will be issued and the services described 1.3 will be provided to the CLIENT after having the Fee collection.
- **4.4.** The amounts owed to the HEALTH PROFESSIONALS by the CLIENT, under the terms foreseen in the "*Medical Network*", are not included in the Fee under this contract and the provisions of clause 3.3 are applicable.

5. DATA PROTECTION

- **5.1** On signing this Contract, the data subject, in this case the CLIENT consents and recognizes that their data will be processed by UC. All data collected about natural persons will be classified as "Personal Data" and will be processed under the terms of the General Data Protection Regulation (EU Regulation 2016/679 of the European Parliament and Council of 27th April 2016) or any other legislation applicable to the protection of personal data.
- **5.2.** The personal data collected by UC is limited to the data which is strictly necessary for the purpose of the processing, and specifically the name, telephone number, email address, country

without prejudice to the possibility of other data being collected which is necessary for the provision of the contracted services.

- **5.3.** The data subject has the right, at any time, to access and rectify their data and, also, the right to ask that it be deleted, oppose its processing, and obtain its limitation or portability, as applicable. The data subject may also oppose their data being used to create their client profile, in this case ceasing to benefit from any personal offers or services.
- **5.4.** To exercise the rights referred to in the paragraph above, UC provides the data subject with the following means of contact: by telephone no. (+351) 217 81 82 83, by e-mail to be sent to protecaodados@future-healthcare.eu or in writing to the address of the registered office of UC in Avenida Marechal Craveiro Lopes, 6 Campo Grande 1700-284 Lisbon.
- **5.5.** Personal data is collected and processed by UC for the following purposes pre-contractual and contractual actions for subscriptions to and management of this Health Plan.
- **5.6.** UC complies with the legal obligation of confidentiality foreseen in the GDPR or applicable legislation. For this purpose, UC has been dedicated to implementing all the precautions necessary for preserving the confidentiality and security of the personal data collected and processed, preventing this data from being distorted, damaged, or destroyed, or that non-authorized third parties have access to the same. To this end, UC has developed state of the art technical and organizational measures, particularly with respect to information systems. Personal data may, nevertheless, be made available to the courts and other competent authorities in strict compliance with the provisions of the law.
- **5.7.** The personal data collected by UC may be hosted, shared, and communicated with other companies in the business group to which UC belongs (which is called Future Healthcare Group) and also in the situations where the personal data is transferred or hosted in other companies in the group, levels of confidentiality, security and protection will be guaranteed.
- **5.8.** The UC may make use of subcontractors for part, or all the purposes identified above, as well as for the maintenance, hosting and management of its computer systems and equipment, under the terms permitted by the legislation governing the processing of personal data. These entities shall be obliged to keep confidential and ensure the security of the personal data to which they have access and shall not use such data for any other purposes or for their own benefit, nor link it to other data held by them.
- **5.9.** UC may employ data processers for all or some of the purposes identified above, and for the maintenance, hosting and management of their computer systems and equipment, under

the terms permitted by the legislation regulating the processing of personal data. These entities are obligated to keep confidential and guarantee the security of the personal data to which they have access for these purposes and may not use this data for other purposes or for personal benefit or associate it with other data held.

- **5.10.** UC will only store personal data for the minimum period necessary for pursuing the purposes of its collection and subsequent processing, under the terms determined by the law, or rather, for the period that this contract is in force.
- **5.11.** All information on Personal Data can be consulted in the Privacy Policy on the website.

6. COMUNICATIONS:

All information and communications under this contract should be made to the contacts indicated by the PARTIES in these Contractual Conditions, by electronic mail or letter, to the contacts foreseen in paragraph 3.2. and are deemed to have been made on the date they are received by the addressee.

7. DEFAULT:

7.1. In cases of non- compliance with the obligations resulting from this contract by either of the contracting parties, the failing part will be liable for all losses and damages caused to the other party. The contracting party which is the creditor may terminate the contract 15 (fifteen) days after the notification of the non-compliant party to resolve the situation and payment has not been made.

8. TERRITORY:

- **8.1.** The Contracting Parties recognize, for all intents and purposes, that the territory covered by the provision of services in this contract is limited to the location of the HEALTH PROFESSIONALS in the medical network.
- **8.2.** The Contracting Parties recognize that Portuguese law applies to this contractual relationship.

9. FREE TERMINATION:

9.1. When the contract is subscribed into from a distance, the CLIENT has 14 (fourteen) days as from the date of the Contract to exercise the right to the free termination of this Contract pursuant to the provisions of Articles 10 and 11 of Decree-Law No.24/2014, which shall be done

by sending a written communication of their intention to terminate the contract to the email/postal addresses foreseen in clause 3.2.

9.2. In the case that the right referred to in the previous sub-paragraph is exercised, the amounts paid to UC by the CLIENT under the terms of this contract will be reimbursed to the latter a maximum of 14 (fourteen) days as from the date that the communication of the termination is received.

10. ALTERNATIVE DISPUTE RESOLUTION

10.1. In the case of a dispute between the Contracting Parties, the CLIENT may settle the same through a competent entity for alternative consumer dispute resolution (RAL). To see the updated list of RAL entities foreseen, as well as the competent RAL entity, the type of dispute covered or other information, the CLIENT shall access www.consumidor.pt or www.arbitragemdeconsumo.org.

In the event the CLIENT wishes to present complaint about the services which are the object of the present contract may do so, in writing or by any other means of which a written or recorded record is kept, to the addresses to the email addresses/addresses set out in clause 3.4.

- **10.2.** The CLIENT may also submit a complaint, if he/she wishes, through the online complaints book available at www.livroreclamacoes.pt.
- **10.3.** In the case of a dispute between the Contracting Parties, the CLIENT may settle the same through a competent entity for alternative consumer dispute resolution (RAL). To see the updated list of RAL entities foreseen, as well as the competent RAL entity, the type of dispute covered or other information, the CLIENT shall access www.consumidor.pt or www.arbitragemdeconsumo.org.
- **10.4.** The possibility of recourse to arbitration does not preclude the CLIENT's right to settle any questions or disputes regarding the interpretation, execution, or validity of this of this contract by judicial means.