

GENERAL TERMS AND CONDITIONS

Hungarian Medical Care & Consult Korlátolt Felelősségű Társaság (registered seat: 1037 Budapest, Montevideo utca 6, Ground Floor; company registration number: 01-09-335589; tax number: 26621386-2-41; statistical code: 26621386-8696-113-01) as a provider of aesthetic services (hereinafter: the “**Clinic**” or the “**Service Provider**”), and the patient using the services (hereinafter: the “**Patient**” or the “**Client**”) (the Clinic and the Patient hereinafter collectively as the “**Parties**” and individually as a “**Party**”), in respect of the use of aesthetic services provided by the Clinic, in the absence of a written agreement between the Parties to the contrary (hereinafter: the “**Individual Agreement**”), these general terms and conditions (hereinafter: the “**General Terms and Conditions**” or “**GTC**”) shall be applicable as follows:

I. Purpose and scope of the GTC, conclusion, subject matter and content of the service contract

- 1.1 The purpose of these GTC is to set out the conditions for the use of services provided by the Clinic, as well as the rights and obligations of the Clinic and the Patients.
- 1.2 The scope of these GTC extends to the use of the aesthetic, plastic surgery and cosmetic services provided by the Clinic (hereinafter: the “**Services**”), as well as the material conditions relating thereto. The Clinic carries out its activities through its employees, agents, subcontractors and (if applicable) collaborators engaged under separate contracts for the provision of healthcare services. The Clinic declares and warrants that it has all specialist and/or regulatory permits required for the provision of the Services.
- 1.3 The personal scope of these GTC extends to all Clients who use any Service provided by the Clinic. By ordering and using the individual Services, the Clients accept the provisions of these GTC and undertake to comply with the provisions hereof.
- 1.4 The service relationship, which is the subject matter of these GTC, shall be effective between the Client and the Clinic upon acceptance of the GTC. The Client concludes the service contract with knowledge of these GTC, with reference thereto, and accordingly the Parties expressly agree that these GTC form an inseparable part of the legal relationship established between them, and that the Parties’ declarations of intent set out in separate documents and the individual information notices (where applicable) together contain the mutual and concordant declarations of intent of the Parties. By ordering and using the Service, the Client acknowledges the provisions of these GTC as binding upon itself and acknowledges that the Clinic provides the Service on this basis.
- 1.5 During the conclusion and performance of these GTC and the service relationship, the Parties shall cooperate with and inform each other on any material circumstances affecting the contract and of any changes thereto. The legal consequences arising from the failure to provide or delay in providing information shall be borne by the Party that failed to provide or was late in providing such information.
- 1.6 In matters not regulated by these GTC, the relevant provisions of the following shall be applicable:
 - Act V of 2013 on the Civil Code (hereinafter: the “**Civil Code**”);
 - Act CLIV of 1997 on Health Care;
 - Act XLVII of 1997 on the Processing and Protection of Health and Related Personal Data;
 - Act CLV of 1997 on Consumer Protection;

- Government Decree 45/2014 (II.26.) on the Detailed Rules of Contracts between Consumers and Businesses; and
 - the rules published in professional guidelines and methodological guides.
- 1.7 If the provisions of these GTC are amended, the Clinic shall publish a notice thereof on its website and shall publish the new consolidated GTC on the <https://vface.hu> website. The amended GTC shall be effective from the date specified therein, but shall enter into force no earlier than 15 (fifteen) calendar days from publication. The Clinic declares that the provisions of the amended, consolidated GTC shall apply to all Clients. If the amendment to the GTC contains a provision that is disadvantageous to the Client, the Client shall be entitled to terminate the contract in writing, without giving reasons, until the amendment enters into force.

II. Details of the Clinic:

Hungarian Medical Care & Consult Korlátolt Felelősségű Társaság

registered seat: 1037 Budapest, Montevideo utca 6, Ground Floor;

company registration number: 01-09-335589;

tax number: 26621386-2-41;

statistical code: 26621386-8696-113-01

telephone: +36 70 718 8353;

e-mail: vfaceclinic@gmail.com

III. Rights and Obligations of the Clinic

- 3.1 The Clinic undertakes to provide the Services professionally, in accordance with applicable laws and Hungarian healthcare professional protocols, and in accordance with the contract. The Clinic, or the person providing services on behalf of the Clinic, provides its activities with the care generally expected in the given situation, within the framework of professional requirements, in compliance with ethical rules, to the best of its knowledge, at the level determined by the available material and personnel resources, in accordance with its professional competences, and in compliance with the laws, regulations, professional rules and protocols in force at any time applicable to its activity. The Clinic provides the Services at the private clinic located at 1037 Budapest, Montevideo utca 6, Ground Floor.
- 3.2 The Clinic is entitled, at its own discretion, to engage collaborators and subcontractors for the performance of the Services.
- 3.3 The Clinic publishes its opening hours on the <https://vface.hu> website. The Clinic is entitled to change its opening hours, of which it shall also provide notice on its website.
- 3.4 The Services provided by the Clinic may only be used following a prior appointment. For the appointment booking, the Client is required to provide his/her name, date of birth, address, identity card number or passport number, telephone number and email address. Appointments may be booked at the telephone number indicated above or via the online appointment booking platform on the website.
- 3.5 The Clinic undertakes to receive Clients on the basis of prior registration and to provide Services to them. Prior to the commencement of the Service, the Client is required to complete the registration form and accept the service fee comprising all fees and costs arising in connection with the given Service. The completion of the registration form and the Client's acceptance of the fee for the given Service establishes the legal relationship between the Parties for the provision of the Service. The Client acknowledges that, unless the Client specifically requests otherwise in writing, the Client considers the oral information and the standard forms, information notices and consent declarations provided

by the Clinic to be sufficient for the use of the given Service, and by signing them acknowledges that the Client has received sufficiently detailed prior information to submit to the Service.

- 3.6 The Clinic is entitled to the individually calculated service fee, or the service fee specified in the price list available on the website / at the Clinic's registered seat, for the provision of the Service. The amount of the service fee may vary depending on the nature of the given Service compared to the service fee indicated in the price list, of which the Clinic shall provide information to the Client. The Clinic provides a specific price quotation verbally at the time of personal attendance at the consultation, prior to the treatment and commencement of the service, based on an assessment of the Client's needs and personal consultation. The Clinic provides a written quotation only at the Client's request in respect of the given Service. In the event of a discrepancy between the price list published on the Clinic's website and the price quotation given at the time of personal attendance, the price quotation given at the time of the Client's personal attendance shall prevail.
- 3.7 It shall not constitute a price quotation if the Client enquires about the Services and their fees in person, by telephone, on social media or by email prior to the personal consultation, and the Clinic provides general information about them.
- 3.8 By accepting the service fee and the GTC, the Client undertakes to pay the fee. If the Client does not have accepted contractual terms in respect of the Service the Client wishes to use, the Clinic may refuse to provide the Service without giving reasons. The Clinic is also entitled to refuse to provide the Service even in the case of a valid contract if the Client has an outstanding fee payable to the Clinic, has failed to comply with its service regulations, prescriptions or the applicable regulatory requirements (as applicable), or has refused to make the consent declaration relating to the treatment.

IV. Rights and Obligations of the Client

- 4.1 The Client is obliged to pay the fee stipulated as consideration for the Service to the Clinic within the specified deadline.
- 4.2 The Client acknowledges that in order to use the Service, it must provide the Clinic with the personal data specified in the Privacy Policy. In addition to the processing of the specified data, by using the Service the Client consents to the Clinic requesting his/her identity card, address card and social security card for the purposes of verifying his/her identity, and to the Clinic viewing these for the purpose of verifying the data provided by the Client.
- 4.3 The Client is entitled to request information and a price quotation regarding the given Service, its procedure and expected costs.
- 4.4 The Client acknowledges that the use of the Services requires attendance at a prior personal consultation and the signing of registration documentation and consent declaration(s) on the day of the treatment/examination. The Client acknowledges that if he/she refuses to sign any information notice or consent and condition assessment declaration(s) required by law or requested by the Clinic, the Clinic is entitled to refuse to provide the Service and, if costs and/or damages arise in connection therewith, to enforce them against the Client.
- 4.5 The Client is entitled at any time to refuse or interrupt the treatment, intervention and/or the Service. In the event of interruption, refusal or termination of the Service (following the conclusion of the contract), the Client is obliged to pay to the Clinic the fee for the Service already performed, as well as any damages and costs potentially incurred by the Clinic.

- 4.6 The Client is entitled – in accordance with Act CLIV of 1997 on Health Care – to access the healthcare and/or treatment documentation prepared about the Client.
- 4.7 The Client is obliged to attend at the previously agreed appointment time, in a physical and psychological condition suitable for the treatments and examinations, and if the Clinic has prescribed such in respect of the given Service, following such preparation, failing which the Clinic is entitled to refuse to provide the Service. The Client shall not be entitled to claim damages for a Service missed due to the Client's lateness or due to inadequate preparation for the Service based on the prior information provided. Due to delays and/or overruns arising on the Clinic's side for professional reasons, it may occur that the Clinic is unable to commence the Service at the booked appointment time or at all. In the event of a delay exceeding 30 minutes arising for such reasons, the Client is entitled to request a new appointment; however, the Client shall not be entitled to claim any other damages.
- 4.8 If the Client books an appointment for a Service but does not use it, the Client may cancel the Service free of charge.
- 4.9 The Client is entitled to choose from among the specialist doctors and professionals in a contractual relationship with the Clinic for the provision of the Service. The Clinic ensures that the chosen doctor and/or professional primarily performs the Service until the Client's express request is directed towards choosing another doctor and/or professional. In the absence or unavailability of the chosen doctor, the Clinic shall arrange for a substitute. The Clinic undertakes that, upon becoming aware of the unavailability of the chosen doctor and/or professional, it shall immediately contact the Client and inform them of the unavailability of the chosen doctor and/or professional, as well as whether it can arrange for a substitute doctor and/or professional at the agreed appointment time. If the Clinic is unable to arrange for a substitute doctor and/or professional, or the Client does not accept that person, the Parties shall agree a new appointment. The Client shall not be entitled to damages due to the rescheduling of the appointment for the above reason.
- 4.10 The Client may request detailed oral and written information about the given Service prior to using any Service. The Client accepts the information notice provided by the Clinic for the use of the given Service and by signing them acknowledges that the Client has received adequate prior information.
- 4.11 The Client is obliged to make the declarations necessary for performing the treatment and providing the Service, as well as those mandatorily prescribed by law, in writing. The Client acknowledges that if the Client refuses to sign any information notice, or consent and condition assessment declarations required by law or requested by the Clinic, the Clinic is entitled to refuse to provide the Service and, if damages have arisen in connection therewith, to enforce them against the Client.
- 4.12 The Client is obliged to inform the treating physician and/or specialist performing the given Service, before and during the provision of the Service, of all facts, information, data and circumstances necessary for establishing the medical history, including in particular his/her state of health, all past and currently existing illnesses, medical treatments, regularly or occasionally taken medications and other medicinal preparations, health-damaging risk factors, and any sensitivity to the components of certain medications. If the Client fails to fulfil or inadequately fulfils his/her contractual and statutory obligation to provide information, the Clinic shall be released from bearing the consequences arising therefrom, and neither the Clinic nor the treating physician and/or specialist shall bear any professional or financial liability for such consequences.
- 4.13 If the Client concluded the contract for the Service at a distance (in particular via the online appointment booking platform (if applicable) or by telephone), the Client is entitled,

pursuant to Government Decree 45/2014 (II. 26.), to withdraw from the contract or terminate it without giving reasons within 14 (fourteen) days of concluding the contract. The Client acknowledges that, pursuant to Section 29(1)(a) of Government Decree 45/2014 (II. 26.), the right of withdrawal does not apply if the Clinic has fully performed the Service with the Client's express, prior consent, and the Client has acknowledged that the Client loses its right of withdrawal following the complete performance of the Service. In exercising the right of withdrawal, the Client may use the model declaration form set out in Annex 2 of Government Decree 45/2014 (II. 26.), or an unambiguous declaration to this effect, which must be sent to the Clinic's email address.

V. Conditions relating to payment of service fees

- 5.1 The Client is obliged to pay for the Services provided by the Clinic. The payable fee is determined in accordance with the Clinic's price list in force at any time or the individually calculated service fee. The prices in the price list are gross prices denominated in Hungarian forints.
- 5.2 The Clinic is entitled to unilaterally amend the price list, provided that it is obliged to publish the price list in force at any time on its website and at its registered seat. The new price list shall be effective from publication in the absence of a provision to the contrary.
- 5.3 In the case of outpatient specialist care and cosmetic services, the Client is obliged to pay the service fee to the Clinic immediately after using the given Service.
- 5.4 A delay of more than 15 calendar days in payment of any fee due shall constitute a material breach of contract. If the Client is in delay in fulfilling any payment obligation, the Client shall be obliged to pay default interest at a rate equal to the base rate of the Hungarian National Bank for the period of the delay.
- 5.5 The fee already paid for an individual treatment plan, multi-session treatment or any package may not be converted by the Client to another Service and may not be used for any purpose other than the services specified in the given treatment plan or package. Services already paid for may not be transferred to third parties.

VI. Complaints handling

- 6.1 In the event of a complaint regarding the Service, the Clinic shall act primarily. The Client may submit complaints or claims in person at the Clinic's registered office to the customer service representative or in writing at the email address vfaceclinic@gmail.com.
- 6.2 The Clinic accepts complaints and claims in connection with the Service exclusively from the Client or his/her authorised representative with written authorisation. The Clinic shall assess the complaint as soon as possible but no later than within 30 days of the communication of the complaint, or in the case of a written complaint, from its receipt, and shall notify the Client of the outcome in writing.
- 6.3 If the Client is not satisfied with the response provided by the Clinic, the Client may, among others, contact the following entities to initiate regulatory and/or conciliation proceedings:
 - the Clinic's competent patient rights representative:
Name: Dr. Julianna Munk
Telephone: 06/20-4899-520
Email: julianna.munk@ijsz.bm.gov.hu
 - National Centre for Public Health and Pharmacy

Address: 1097 Budapest, Albert Flórián út 2-6.
Telephone: +36 1 476 11 00
Email: tisztifoorvos@nngyk.gov.hu

- National Trade and Consumer Protection Authority
Address: 1122 Budapest, Városmajor utca 35.
Telephone: 06 80 310 020
Email: ugyfelszolgalat@nkfh.gov.hu

The Client may also submit his/her complaint on the online dispute resolution platform (ODR platform) at the following link: <https://ec.europa.eu/consumers/odr>. The ODR platform operates pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council.

VII. Termination of the legal relationship

- 7.1 The service relationship shall terminate upon the performance of the Service and payment of the fee for the given Service, by termination with immediate effect or by mutual agreement of the Parties.
- 7.2 The legal relationship may be terminated with immediate effect by extraordinary termination only in the case of material breach of contract, in the form of a written notice of termination addressed to the other Party. In the case of material breach of contract, the contract may be terminated if the other Party breaches any provision of the contract and fails to remedy such breach or deficiency within the deadline specified in the written notice drawing attention to the breach or deficiency following receipt thereof.
- 7.3 The Clinic is entitled to terminate the contract with immediate effect by written notice addressed to the Client, in particular in the following cases:
- the Client fails to fulfil or fulfils with a delay of more than 15 (fifteen) calendar days any obligation to provide information or make payment;
 - the Client materially breaches any provision of these GTC.
- 7.4 In the event of a termination with immediate effect based on the Client's breach of contract, the Clinic shall not be obliged to refund the service fee.
- 7.5 The Client is entitled to terminate the contract with immediate effect by a written notice addressed to the Clinic in the event of material breach of contract by the Clinic, in which case the legal relationship shall terminate with immediate effect and the Clinic shall be obliged to refund the fee already paid by the Client for the period not covered by the Service without delay, but no later than within 3 (three) business days.

VIII. Liability and warranty

- 8.1 The liability of the Clinic shall be governed by the rules on liability for damages caused by breach of contract under the Civil Code (Section 6:142 of the Civil Code). The Clinic shall be liable for damages caused to the Client in connection with the Service provided by it, unless it proves that the breach of contract was caused by a circumstance beyond its control, unforeseeable at the time of concluding the contract, and it could not reasonably have been expected to avoid the circumstance or to avert the damage.
- 8.2 The Clinic assumes liability exclusively for the professional provision of the Service in accordance with the current state of science and practice. The Clinic's liability does not extend to adverse consequences arising from the Client's individual physical characteristics

or circumstances, failure to fulfil their obligation to provide information, failure to comply with medical instructions or other culpable conduct on the part of the Client.

- 8.3 The Client may enforce their warranty claim in connection with the Service in accordance with the rules on warranty for defects under Section 6:159 of the Civil Code. The warranty for defects claim may be enforced within one (1) year of the performance of the Service.
- 8.4 In the case of a consumer contract, the Clinic's liability for damages caused to the consumer by breach of contract may not be limited or excluded in advance pursuant to Section 6:152 of the Civil Code. The Parties note that no provision of these GTC shall be interpreted in a manner contrary to the mandatory provisions of the Civil Code.

IX. Confidentiality and data processing

- 9.1 The Parties shall process the data that comes to their knowledge during the Service in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "GDPR"), Act CXII of 2011 on Informational Self-Determination and Freedom of Information, Act XLVII of 1997 on the Processing and Protection of Health and Related Personal Data, and the Clinic's Privacy Notice in force at any time. The current Privacy Policy is available on the Clinic's website (vfaceclinic@gmail.com).
- 9.2 The Parties undertake to protect, preserve and treat as confidential business secrets the data, confidential data, information, confidential information and documents that come to their knowledge during the performance of the legal relationship regulated in these GTC, and to take all necessary measures to ensure their adequate protection.
- 9.3 The Parties may use confidential data and confidential information only for the purpose of performing the contract, and may only disclose data and information that comes to their knowledge with the prior written consent of the other Party, unless disclosure and/or publication is required by law.
- 9.4 The Parties acknowledge that all data and information provided to each other constitutes business secrets, and undertake that such information shall be treated as confidential, shall not be brought to the knowledge of third parties, and shall not be used for any purpose other than the purpose of the legal relationship.
- 9.5 The Parties undertake not to make available to third parties, without the prior written consent of the other Party, the data and information that comes to their knowledge in the framework of this legal relationship, except where required to do so by law. The above confidentiality obligation shall remain in force for an unlimited period during the term of the contract and after its termination for any reason. The Parties shall be liable for all damages arising from a breach of these data processing and confidentiality obligations.
- 9.6 The Client is not entitled to bring to the knowledge of third parties or make public the matters discussed at consultations and in connection with the provision of the Service, is not entitled to publish them on social media platforms, and is entitled to discuss any questions, observations and claims relating to the Service exclusively with the doctor and professional performing the given procedure or with the representative of the Clinic.

X. Communication

- 10.1 All written communications sent by one Party to the other Party under the contract (hereinafter: a “**Communication**”) shall be deemed delivered if delivered to the other Party in person, or sent by post or by email to the other Party’s address specified in the contract.

Communications addressed to the Clinic shall be sent to the following address:

Contact person: Zhu Wenyan, managing director
Address: 1037 Budapest, Montevideo utca 6, Ground Floor
Email: vfaceclinic@gmail.com

A Communication shall be deemed delivered to the Clinic:

- in the case of personal delivery, upon receipt of the Communication;
- in the case of delivery by post, no later than the 8th (eighth) calendar day from dispatch;
- in the case of email, on the day on which the Clinic confirms receipt of the electronic message.

The Client’s primary communication channel is the email address provided on the registration form. The Client acknowledges and accepts that the Clinic shall send documents and other Communications relating to the Services to this email address, except where the Client expressly chooses paper-based healthcare documentation and communication during appointment booking and/or consultation.

A Communication shall be deemed delivered to the Client:

- in the case of personal delivery, upon receipt of the Communication;
- in the case of delivery by post, no later than the 8th (eighth) calendar day from dispatch;
- in the case of email, on the calendar day following the sending of the electronic message.

The Parties shall make all their declarations in writing.

XI. Final provisions

- 11.1 The Clinic is a business entity registered and lawfully operating in Hungary, which has all regulatory permits necessary for the provision of the Services and for establishing a legal relationship with the Client, and complies with all professional regulations and requirements necessary for exercising the rights and fulfilling the obligations related to the provision of the Services.
- 11.2 In the event of a dispute arising in connection with the contract or its performance, the Parties shall endeavour to resolve the dispute amicably. The applicable Hungarian legislation and healthcare professional protocols shall govern these GTC.
- 11.3 The Clinic reserves the right to engage a third-party service provider for the collection of claims arising from the legal relationship covered by these GTC. The costs arising in connection with the measures taken for the recovery of the claim shall be borne by the Client.
- 11.4 If any provision of these GTC becomes invalid, unlawful or unenforceable, this shall not affect the validity, lawfulness and enforceability of the remaining provisions, which shall continue to be valid, effective and enforceable between the Parties.
- 11.5 In the event of a force majeure event (including in particular natural disasters, epidemiological situations, regulatory measures, war, acts of terrorism, prolonged disruption of public utility services), the Parties shall be released from the performance of their contractual obligations for the duration of the force majeure event. The affected Party shall be obliged to notify the other Party of the force majeure event in writing without delay, but

no later than within 5 (five) business days. If the duration of the force majeure event exceeds 30 (thirty) calendar days, either Party shall be entitled to terminate the contract with immediate effect in writing.

- 11.6 The Clinic shall take all reasonable measures to ensure that any conflict of interest and/or legal dispute arising from these GTC is resolved by the Parties out of court. If any legal dispute cannot be resolved through consultation between the Parties, the courts having jurisdiction and venue under the applicable Hungarian legislation shall have exclusive jurisdiction to adjudicate the dispute.
- 11.7 These GTC and the legal relationship established thereunder shall be governed by Hungarian law, with particular regard to Act V of 2013 on the Civil Code, Act CLIV of 1997 on Health Care and Act CLV of 1997 on Consumer Protection. Any provision of these GTC that conflicts with mandatory statutory provisions shall be void; the relevant statutory provision shall take the place of the void provision.

These GTC shall be effective from 18 May 2026.