

## TERMS OF USE FOR THE MYDOCRATES SERVICE

Updated October 2023

### 1. APPLICATION OF THE TERMS OF USE

These terms of use ('the Terms') shall be applied in the use of and remote sales via the digital service channel (my.docrates.com) ('**the Service**'), which is intended for private customers and provided by Docrates Oy, business ID 2050681-8, address Saukonpaadenranta 2, 00180 Helsinki, Finland ('**Docrates**'). Docrates has the right to update these Terms and the content of the Service at any time, without prior notice.

By using the Service, the user agrees to adhere to these Terms. The user has the right to terminate their use of the Service at any time, by refraining from further use of the Service.

The Service is personal and the user has sole responsibility for using the Service as directed. Commercial use of the Service by the user is strictly prohibited.

### 2. IDENTITY VERIFICATION FOR THE SERVICE

Some features within the Service, such as browsing available appointment times and doctors' profiles, are possible without strong identity verification, but in order to be able to use all of the Service's features, the user must verify their identity in the Service when (i) logging in first time by using Passport / ID certificate based identification system and (ii) thereafter in connection to new log-ins by using two step identification method with one-time password via SMS or e-mail. A new customer must also provide their contact details and their consent to their personal data being processed and stored in Docrates' patient register in order for Docrates to provide the Service.

### 3. SERVICE CONTENT

The Service enables direct electronic service encounter between the user and Docrates. Docrates shall have the exclusive right to decide on the extent to which and what content the Service will offer, as well as to terminate the Service at any point, without prior notice.

Service users can, for example:

- browse available appointment times and doctor profiles
- make electronic bookings for first appointments and check their own appointment bookings made in the Service
- pay for remote appointments
- connect to booked remote appointments
- check appointment booking details submitted via the Service and update their own contact details.
- send documents to Docrates service team

The user commits to using the Service in accordance with the currently effective Terms, good practice and current legislation. The user is responsible for providing accurate information and

commits to informing Docrates immediately if they discover shortcomings or errors in their information. The user also represents and warrants that no unlawful or otherwise inappropriate information or material will be stored through the Service. The user shall ensure, to a reasonable extent, that the information or material they save via the Service does not contain any viruses, does not violate a third party's rights, and is not harmful in any other way. Docrates has the right to block a user's access to the Service if the user has acted in contravention of these Terms, abused the Service, or caused harm to Docrates, the Service or other users, or if Docrates has reason to believe that the user is endangering other users' data protection or private lives, or that the user's equipment has ended up in the possession of a third party.

The user is responsible for necessary hardware, software, internet connection, and up-to-date internet security at their own cost.

## **4. APPOINTMENT BOOKING AND TERMS FOR REMOTE SALES**

### **4.1 Appointment booking and appointments**

Users can book their first appointment to take place either at the Docrates Cancer Center or as a remote appointment. Remote appointments take place either by phone or via video, in the Kaiku Health service system, which is separate from this Service. In order to book a remote appointment, the user must agree to the terms for the Kaiku Health service (<https://kaiku.docrates.com/fi/terms/dataprocessing>).

On the page <https://www.docrates.com/en/booking/remote-appointments-at-docrates-cancer-center/> you can check which time slots can be booked for remote appointments and read more about the restrictions applicable to remote appointments.

The price of the appointment will be shown during the appointment booking process. The price includes VAT in accordance with the currently valid Value Added Tax Act. Payments are covered in more detail in Section 4.4 of these Terms.

The agreement for an appointment is concluded when the user has received confirmation of the order. Appointments are subject to Docrates's cancellation terms, according to which, if the user wishes to cancel a booked appointment, they may do so at the latest 24 hours before the appointment. The user may cancel an appointment booked in the Service by contacting Docrates through the Service, by phone to Docrates's customer service department, or in another clear way, taking into account Docrates's cancellation terms. Docrates has the right to charge for appointment no-shows if the appointment was not cancelled in advance at the latest 24 hours before the appointment. When an appointment is cancelled in accordance with Docrates's cancellation terms, the user's payment will be refunded within 14 days of the cancellation, through the same payment method the user used to make the payment.

### **4.2 Other services subject to a fee**

Service packages subject to a fee may also be offered within the Service, with more detailed service descriptions, prices and terms for them provided within the Service. The service agreement between the user and Docrates starts once the confirmed order is placed.

### **4.3 Parties to the agreement**

Docrates offers certain services independently, and also manages features such as appointment booking and the payment services for the professionals (doctors) who offer appointments at

Docrates. An appointment or other service subject to a fee booked via MyDocrates may be carried out by a healthcare professional who is employed by Docrates or who is operating as an independent health care entrepreneur. The independent entrepreneur and Docrates are separate parties to the agreement in relation to the user/patient, and both are responsible directly to the user/patient for their own service. The entrepreneur and Docrates shall not be responsible towards each other.

Notwithstanding the forgoing, any professionals who provide health care via the Service have a statutory personal responsibility for ensuring that the health care satisfies the requirements for professional accountability and compassionate assistance as set out in Finnish legislation. Docrates is responsible for facilitating that such professionals can comply with their statutory obligations, including by making available a medical record system where the personnel can document the health care given and support systematic work on quality improvement.

#### **4.4. Payment**

With the Service, the user can pay for a remote appointment booked and other services purchased through it. Payments are made when booking the appointment or ordering another paid service.

Payments can be made directly in the Service using a credit card or online banking codes issued in Finland, Sweden or another country provided by an operator that is currently part of the scheme. Paytrail plc serves as the party responsible and supplier of the payment intermediation service, in cooperation banks and credit institutions.

#### **4.5. Right to cancel**

Appointments are subject to Docrates' cancellation terms, according to which, if the user wishes to cancel a booked appointment, they may do so at the latest 24 hours before the appointment. The user may cancel an appointment booked in the Service by contacting Docrates, by phone to Docrates's customer service, or in another clear manner at the latest 24 hours before the appointment. Docrates has the right to charge for appointment no-shows if the appointment was not cancelled in advance at the latest 24 hours before the appointment. When an appointment is cancelled in accordance with Docrates's cancellation terms, the user's payment will be refunded within 14 days of the cancellation, through the same payment method the user used to make the payment.

If you wish to cancel your online purchase, you must inform the vendor in a clear manner at the latest within 14 days of the receipt of the goods or the conclusion of the agreement. You do not need to explain why you want to exercise your right of withdrawal.

The user has the right to cancel a remote appointment or other order paid for in the Service by informing Docrates via MyDocrates, telephone to the Docrates customer service department, or another clear way, no later than 14 days after the appointment was confirmed or from when the payment for another service subject to a fee was confirmed. If the appointment is made before the end of the 14 days' cancellation period and the user cancels the appointment booked later than stated in Docrates's cancellation terms, the user will be deemed to have made an express request for the Service before the end of the 14 days' cancellation period and the price of the booked service will be deemed to be reasonable compensation for the service.

### **5. TERMS REGARDING SAFETY IN USING THE SERVICE AND PROCESSING OF PERSONAL DATA**

Your privacy and protection of your personal data are important to Docrates. Sensitive data and other personal data may be stored or processed in the Service. However, the Service will not store any data in the memory of the device. The data will be processed in accordance with these Terms, Docrates's privacy statements and currently valid legislation. In order to protect your privacy and personal data, the privacy statement for Docrates' patient register and the cookie policy shall apply.

In order to use the Service, the user must verify its identity using strong identity verification in the Service. In the processing of personal data, the principles set out in [Docrates's Customer register privacy statement](#) and [Patient register privacy statement](#) which is centrally maintained by Docrates and independent health care professionals, shall be applied. The user understands and accepts that the processing of personal data is a key part of the Service and that it is not possible to provide the Service without processing the user's personal data.

The right to use the Service is personal, so the user must always use their own personal details and personal login codes when logging into the Service, and share its own sensitive data and other personal data only with Docrates.

The user may not change, modify or hack the Service or change another website so that it is incorrectly linked to the Service.

The user is responsible for safeguarding their own credentials used for authentication. Furthermore, the user is also responsible for all actions performed as an authenticated user in the Service, which arise as a result of unauthorized use of the Service while logged in as the user. The user is also responsible for any damages that may arise to Docrates or other parties as a result of unauthorized use of the Service, unless the security of the Service has been compromised due to reasons beyond the user's control.

The user must immediately inform Docrates of any data security incidents that the user has become aware of or if they suspect that the Service is being used in a way that violates the terms.

Docrates shall not be responsible for any damage caused by the user failing to comply with these obligations. In order to be able to offer you Paytrail as a payment method during the purchase, we may disclose your personal data in the form of your contact and payment details to Paytrail, so that Paytrail can assess whether you are entitled to use their payment method and in order to tailor their payment method to you. Paytrail will process your personal data in accordance with [Paytrail's own privacy statement](#).

## **6. INTELLECTUAL PROPERTY RIGHTS**

The Service (including software, content of the Service, and the material in the Service), as well as all intellectual property rights connected to them are the property of Docrates or its suppliers or licensees. Use of the Service, its content and the material it provides is permitted for personal, non-commercial use, otherwise, all rights are reserved. The trademarks and logos connected to the Service may not, however, be copied, published or disseminated further without the written permission of Docrates.

## **7. DOCRATES'S RIGHTS, RESPONSIBILITIES AND LIABILITY LIMITS**

The Service is intended solely to support Docrates's other service offerings and simplify use of

the services Docrates offers.

Docrates updates and develops the Service and other online services as necessary, aiming for the Service to work without error and as quickly as possible. Docrates has the right to make changes to the Service if required to adapt the Service to a new technical environment, to adapt the Service to increased user numbers, to ensure the operational functionality of the Service, or for another similar reason.

In order to ensure that the Service operates flawlessly, Docrates will carry out service and maintenance work, implement updates or carry out other similar measures. Docrates has the right to carry out similar measures as the result of decisions issued by authorities, applicable legislation or rules. Docrates aims for any such work to be carried out at a time that will cause minimal disruption to users, to carry out the work quickly, and to inform the Service users of any such work.

Service users seeking Docrates's support with remedying any disruptions or shortcomings in the Service, or in Docrates's provision of the Service, are responsible for working with Docrates in order to determine the cause.

The Service may contain information about third party services or links to them. Docrates is not responsible for information or services provided by third parties.

These Terms do not limit the user's rights as a consumer and patient according to mandatory legislation.

## **8. OTHER TERMS**

Neither Docrates nor the user is responsible for a responsibility Docrates could not fulfil as a result of circumstances outside its control and that it could not reasonably have been expected to foresee when the agreement was entered into, and the effects of which Docrates could not reasonably have avoided or remedied. Docrates is not responsible for the failure to fulfill an obligation that arises from an impediment beyond its control, which Docrates could not reasonably have taken into account at the time of contracting and the effects of which it could not reasonably have avoided or overcome.

If any provision of these Terms is held to be invalid, illegal or unenforceable, that provision shall be enforced to the largest extent permitted by respective applicable law. This shall not affect or impair the validity, legality and enforceability of the remaining provisions.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms shall be governed and construed in accordance with laws of Finland

The courts of Finland and the city of Helsinki will have non-exclusive jurisdiction in relation to these Terms.

As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions affects your rights as a consumer to rely on such mandatory provisions of local law.

We will try to resolve any disputes with you directly. If you and we cannot resolve a dispute using

our internal complaint handling procedure, you may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the '[Your Europe](#)' portal.

## **10. CUSTOMER SERVICE**

For any questions concerning Docrates's services, appointments, or this Service, please contact our customer service department by phone on +358 (0)10 773 2050. The customer service is in Finnish, Swedish and English.

Please do not send any information concerning your health or other sensitive information by email. If you wish to send us such information, please use the following service:

<https://www.turvaposti.fi/viesti/sairaala@docrates.com>.