

MEROVA Health Zrt.**GENERAL TERMS AND CONDITIONS**

The present General Terms and Conditions (hereinafter referred to as "GTC") govern and set out the terms and conditions of **MEROVA Health Zártkörűen Működő Részvénytársaság** (registered office: 1095 Budapest, Dandár utca 9-11. Fsz. 5. door., a továbbiakban: „**MEROVA**”, „**Társaság**”, „**Szolgáltató**”) által üzemeltetett a <https://merova.eu/hu> website (hereinafter referred to as "**MEROVA Platform**", "**Website**") available to registered hand and foot care professionals and nail technicians (hereinafter referred to as "**Hand and Foot Care Professionals**"), the conditions of use of the client registration information system and other services (hereinafter referred to as "**Service**"), the relevant conditions and the rights and obligations of the Hand and Foot Care Professionals using the Service, and

regulate and set out the terms and conditions of use of the Service by the Client, the material circumstances relating thereto and the terms and conditions of use of the Service by the Client (hereinafter:

"Client") (Hand and Foot Care and Client hereinafter collectively referred to as **the "Parties"**), and

govern and set out the terms and conditions of use of the Service by the Physician and the material circumstances relating thereto and the terms and conditions of use of the Service by the Physicians (hereinafter:

"Physician") (the Hand and Foot Care Provider, Client, Physician hereinafter collectively referred to as **"User"**),

The Service Provider states that the Services can be used in the form of a mobile application and a website.

Acceptance of the GTC is a prerequisite for the use of the Service, which must be expressly accepted by the User on the Website when using the Service. By using the Service, the User accepts and is bound by these GTC and MEROVA's Privacy Policy (hereinafter referred to as the "**Policy**"). The Policy is an integral part of these GTC and shall be interpreted in accordance with its provisions. The MEROVA Notice is available here: <https://merova.eu/adatkezeles>

This document is not filed, is in electronic form, is written in Hungarian and does not constitute a written contract. These GTC are available for downloading and printing from <https://merova.eu/aszf>.

These GTC apply to all electronic commerce services provided in Hungary through the Website. The use of the service offered by the Website and the rules for the provision of the service shall be governed by Act CVIII of 2001 on certain issues of electronic commerce services and information society services ("Act on Electronic Commerce Services and Information Society Services").

All legal entities and natural persons are entitled to use the services of the Website, provided that they accept the provisions of these GTC and successfully and validly register on the MEROVA Platform.

Hungarian law shall prevail with respect to any matters not regulated in these GTC and the interpretation of these GTC, in particular with respect to the relevant provisions of Act V of 2013 on the Civil Code ("Civil Code"). The provisions of the applicable laws which are binding on all parties shall apply without any special stipulation.

These Rules shall be in force from 27 March 2024 until their revocation.

1. MEROVA data

Company name: MEROVA Health Zártkörűen Működő

Részvénytársaság Registered office: 1095 Budapest, Dandár utca 9-11. B.

Iház. 101090 at 101090 MHovaova Street, 9-9-1, Fsz. 5. door Tax

number: 32306044-2-43

Company registration number at the Commercial Court of the

Metropolitan Court of Budapest: 01-10-142395 Statistical number:

32306044-6209-114-01.

Account number: 11711010-21461479-00000000 (OTP Bank Plc.)

Electronic contact: office@merovahealth.com Contract

language: Hungarian

Contact by phone: +36 30 524 3657

Contact person, represented by Kornélia Menyhárt, President of the Board of Directors

Data from **DigitalOcean, LLC** (headquarters: 101 Avenue of the Americas, 10th Floor, New York, NY 10013, website: <https://www.digitalocean.com/>)

2. Definitions

Parties: the Hand and Foot Care Provider and the Client together.

User: The Hand and Foot Care Professional, the Client and the Doctor together.

Hand and Foot Care Professional: a hand and foot care professional with a nail technician qualification, who has been previously checked and registered by the Service Provider and who, by accepting these GTC, is granted access to and uses the MEROVA system.

Service Fee: the regular fee for the use of the MEROVA system paid by the Chiroprapist. The frequency of payment can be monthly, semi-annual or annual.

Client: a private person who is granted access to and uses the MEROVA system owned by the Service Provider in his/her own name and for his/her own benefit.

Physician: a natural person with the relevant professional examination, a licence issued by a state health administration body and membership of a medical association, who, after accepting these GTC and after verification of the seal number, is authorised to access and use the MEROVA system.

Partner: the Service Provider's contracted partner who provides professional assistance in the provision of certain MEROVA system services under a cooperation agreement or partnership agreement.

Payment system (Stripe): a server-based electronic money system established and operated by the issuer and the electronic money service provided by the issuer.

3. Scope of the GTC, amendments

MEROVA is entitled to modify these GTC in whole or in part at any time. MEROVA will inform the Website Users of the latest modification of the GTC by e-mail and undertakes to notify the new GTC to the Website Users at least 15 days before the new GTC comes into force.

will be published on Tomorrow for the User. The GTC and any amendment thereto shall enter into force on the 15th day following the date of publication and, upon the entry into force, the User accepts and is bound by the provisions of the amended GTC in force. The Service Provider shall not be liable for any damages whatsoever resulting from the amendment of the GTC.

4. The Service

4.1. Territorial scope of the Service

The Service Provider's MEROVA Platform can be accessed via the Internet from within the country or abroad using the appropriate device. There are no restrictions on the use of the Service, except for possible technical, legal and professional restrictions.

4.2 Conditions for using the Service

A hand and foot care professional is a person who registers on the Site and uses the MEROVA Service(s) through the Site to support his or her work and career, and who provides data and authorizes the use of such data. To successfully register, a Hand and Foot Care Professional must have one of the following qualifications:

- Hand and foot care, artificial nail builder
- Hand care
- Foot care
- Special Foot Care
- Hand and foot care technician
- Specialist specialisation in foot care

By accepting these Terms and Conditions, the Chiropodist accepts and acknowledges that the documents relating to his/her qualifications may be verified by MEROVA. Only one valid registration may be made from one e-mail address.

The **Client** is the person who registers on the Website and uses the MEROVA Service(s) through the Website in order to select the appropriate Hand and Foot Care, to support post-treatment care and to access health support options, and who provides data and authorizes the use of such data. No person under the age of 18 may register as a Client on the MEROVA Platform or use the Service. By registering on the MEROVA Platform, Client acknowledges and warrants that Client is over the age of 18 at the time of registration. Only one valid registration may be made from one e-mail address.

A physician is a person who registers on the Website to use the decision support options and uses the MEROVA Service(s) through the Website, provides data and authorizes the use of such data. You can start the Physician registration process by clicking on the "*Request a Physician Registration Code*" button on the Website. By accepting these Terms and Conditions, the Physician agrees and acknowledges that in order to successfully register, he/she is required to provide his/her seal number, which seal number will be verified by MEROVA in all cases. Only one valid registration can be made from one e-mail address.

4.3 Subject of the Service

Hand and foot care module

The MEROVA Platform Hand and Foot Care module connects Hand and Foot Care with Clients. In addition, a number of modern features in the Service Provider's application support the Hand and Foot Care Practitioner's work and professional development, such as client mapping on a smartphone, professional treatment protocols,

and the possibility of passive customer growth. The hand and foot care module provides the following options:

- Client aftercare support.
- Diabetes foot diagnostics support.
- Professional support for podiatrists with care protocols.
- Foot care search - expanding your clientele.
- Client journey record.
- Data processing in compliance with the applicable data protection rules.
- Conference discounts.
- Upgraded patient cartoning.
- Product recommendations.
- Providing vascular surgery support.
- View treatment history.
- Video training courses.

Client module

The client module of the MEROVA Platform provides comprehensive support in the areas of diabetes, insulin resistance and prediabetes, as well as for anyone who wants to improve their health or prevent certain diseases through a balanced lifestyle. Proper nutrition and regular exercise are important for the proper functioning of the immune system, which is why MEROVA supports its clients with the following content on the MEROVA Platform, in addition to the Hand and Foot Care Finder:

- Medical and expert articles and recommendations.
- Patient and illness understanding support.
- Assessment of the state of play.
- Specialist care and doctor finder.
- Access details of treatments and suggestions for aftercare.
- Diagnostics.

Doctor module

MEROVA Platform's *physician module* helps doctors make faster and more effective decisions and better manage and care for their patients. The module offers a wide range of features and services for physicians. The physician module provides the following features:

- Case studies.
- Knowledge base.
- Products.
- Training, conferences.
- Appearance in specialist care, doctor search.
- Diagnostics.

4.4 Exclusion from employment

The **Hand and Foot Care Providers** available on MEROVA's Service are third parties independent of MEROVA and are in no way employees, agents or officers of MEROVA. The Hand and Foot Therapists are acting on their own behalf and for their own benefit and their actions shall not be construed as acting as an agent of or on behalf of MEROVA. MEROVA shall not, in these TOS or otherwise, affect or determine that

the manner in which the Hand and Foot Care Providers carry out the treatments, and MEROVA cannot give instructions to the Hand and Foot Care Providers on the manner in which the treatments are carried out. The Service Provider shall **only** provide **support** to the Hand and Foot Care Providers.

The **Doctors** available in the MEROVA Specialist Physician Search are third parties independent of the Service Provider and are in no circumstances employees, agents or officers of MEROVA. The use of the MEROVA Platform by Physicians on their own behalf and for their own benefit shall not be construed as an act of representation or on behalf of MEROVA. MEROVA does not, in these TOS or otherwise, control or determine the manner in which Physicians perform treatments or prescribe products for their patients. MEROVA provides **decision support** to Physicians **only**.

4.5 Appropriate expertise and licences

By registering on the Website, **the Hand and Foot Care Provider** acknowledges and warrants that it has the legal requirements, expertise, professional experience, licenses and permits to provide treatments to Clients.

If the Hand and Foot Care Provider breaches its obligation under the above clause and thereby causes damage to the Service Provider or the Client, it shall be liable to pay compensation in full. He shall be fully liable and fully responsible for any fines and penalties imposed on MEROVA.

By registering on the Website, the **Physician** acknowledges and warrants that he/she has the qualifications, expertise, professional experience, licenses and permits required by law.

If the Physician breaches his/her obligation under the above clause and thereby causes damage to the Service Provider or the Client, he/she shall be liable to pay compensation in full. He shall be fully liable and fully responsible for any fines and penalties imposed on MEROVA.

4.6 Account confidentiality and security

Users are responsible for ensuring the confidentiality and security of their Account. Users are responsible for disclosing login information to third parties. Users must notify the Service Provider immediately if they suspect any loss, theft or other compromise of their access data or any suspected or actual unauthorised access to the Account. Users are responsible for their use of the Account and any statements made through the Account.

5. Continuity of the Service

MEROVA makes every effort to ensure the continuous availability of the Website and the Service available on the MEROVA Platform, but due to the nature of the Internet, MEROVA cannot guarantee the continuous operation and continuity of the Service. MEROVA shall not be liable for any direct or indirect damage caused by technical downtime, interruptions or destructive applications or programs installed by third parties independent of the Company.

MEROVA will take all reasonable measures to ensure the security and reliability of the visit and use of the Website, but technical errors may still occur, the possibility of which MEROVA assumes that the Users of the Website are aware.

Platform availability and the provision of the Service if necessary for the security, maintenance and proper functioning of the Website. MEROVA may modify or improve the Site and the Service at any time and may also expand the scope of the services provided.

The Service may be used only for the purposes set out in these GTC and for purposes permitted by applicable law and to the extent permitted by generally accepted practice in the relevant legal environment. If the use of the Service by the User or other conduct of the User intentionally or negligently jeopardizes the provision of the Service, MEROVA shall be entitled to take all necessary steps to protect the MEROVA Platform, including limiting or suspending the User's access to the Service. Improper use or repetition of the above conduct may lead to the termination of the provision of the Service to the User.

6. Provisions concerning hand and foot care products

6.1. Hand and foot care registration on the MEROVA Platform

After selecting a package on the MEROVA Platform, the Hand and Foot Care user can activate his/her registration by entering an e-mail address and credit card details in the Stripe interface. The subscription starts with a 5 day trial period, during which the subscription can be cancelled at any time. The service provider declares that in case of cancellation during the trial period, no subscription fee will be charged to the credit card. Access to the MEROVA Platform is possible after this registration. MEROVA informs the Hand and Foot Care Provider that in certain cases, Stripe will automatically deduct a token amount from the credit card provided for the purpose of testing the credit card, which will also be immediately refunded.

6.2. Payment of the service fee

When registering on the Website, the Hand and Foot Care User can choose the Package offered by MEROVA that is right for him/her. The Hand and Foot Care Customer can choose from the following three packages:

A) Monthly subscription

- Fee: 9.500,- HUF/month
- Method of payment: the Hand and Foot Care Stripe is to be paid to MEROVA using the payment platform.
- If this package is chosen, the Hand and Foot Care Service is contracted for an indefinite period of time, with a default termination period of 30 days on the User's side.

B) Half-yearly subscription

- Fee: 47.500,- HUF/half year
- Method of payment: the Hand and Foot Care Stripe is to be paid to MEROVA using the payment platform.
- If this package is selected, the Hand and Foot Care Service is contracted for a six-month fixed term service, with a termination date on the part of the User on the last day of the relevant period, and the contract is extended for the next six months upon payment of the fee for the renewal period.

C) Annual subscription

- Fee: 99.750,- HUF/year

- Method of payment: the Hand and Foot Care Stripe is to be paid to MEROVA using the payment platform.
- If this package is chosen, the Hand and Foot Care Service is contracted for a one-year fixed-term service, with a termination date on the part of the User on the last day of the relevant period, and the contract is extended for the next one year upon payment of the renewal fee for the renewed period.

The charges shown are gross consumer prices, so the total amount payable plus tax is shown for each package.

Online credit card payments are made through Stripe's electronic payment processing system. Stripe is a technology company that builds the economic infrastructure for the Internet. It allows businesses of all sizes - from start-ups to public companies - to accept payments and manage their businesses online.

Stripe's online payment system allows you to pay with the following credit cards and digital wallets (Hungarian list):

- MasterCard
- VISA
- American Express
- Apple Pay
- Google Pay

In case of payment via Stripe, the payment is made through the Stripe system, the Hand and Foot Care Provider pays the fee to MEROVA by using the Stripe service. In the case of payment via Stripe, the Hand and Foot Care Provider shall provide the necessary credit card details for payment to and via Stripe. With respect to the Service available through the subscription system, payment via Stripe shall be made automatically in accordance with the terms, frequency and time limits applicable to the Package selected by the Chiroprapist until it is stopped or modified by the Chiroprapist. With the automatic payment of the fee, the contract between the Chiroprapist and MEROVA shall be automatically renewed for the period covered by the fee. The cost incurred by the Chiroprapist for the electronic payment service shall be borne by the Chiroprapist.

By accepting these Terms and Conditions, the Customer declares that the credit card details provided are true and correct and that the credit card provided is in his/her legitimate possession.

The Stripe payment system's terms and conditions and privacy notice are available on <https://stripe.com>. Hand and Foot Care declares that it has read and accepted the terms and conditions and the privacy policy of the Stripe payment system.

MEROVA will automatically issue invoices to the Hand and Foot Care provider via <https://www.bilingo.hu/>. The Hand and Foot Care Provider shall store and process invoices received in this form in accordance with the relevant legislation.

MEROVA reserves the right to issue an invoice to the Hand and Foot Care Provider manually within 5 working days after payment. By accepting the GTC, the Customer acknowledges the terms of this clause.

The Customer expressly acknowledges that in the event of termination of MEROVA by the Customer, the Customer shall not be obliged to refund the prepaid fee.

The fees for the treatments are agreed between the Chiropodist and the Client at their own discretion, in which the Service Provider has no influence.

In any case, the changes in the prices of the Packages will come into force on the first day of the month. MEROVA undertakes to send the changes to the Hand and Foot Care Provider by e-mail at least 30 (thirty) days before the effective date of the changes and to publish them on the MEROVA platform. The change of prices will not affect the period already paid.

6.3. Range of services available in the hand and foot care module

When you enter your Profile, you will be taken to the Home page, where you can access the following services:

- Client-related activities
- Minutes from
- Knowledge base
 - Foot care knowledge base
 - Diabetic foot knowledge base
 - All content
 - Saved articles
- Products
 - Hand and foot care products
 - MEROVA product recommendation
 - Other products
 - Services
 - Lifestyle packages
 - My saved products
 - My purchased products
- Training, conferences
 - Online courses
 - Offline training
 - My own training
 - Events, conferences
- Find a specialist and doctor
- Diagnostics
- Support

The Home page also displays the latest content and the most popular products for hand and foot care.

6.4. Client-related activities

By clicking on the "*Clients*" menu item, the Chiropodist can view the list of clients he/she has added. By clicking on a client's name, you can view the client's basic information, the date of their visits, as well as the detailed content of a specific condition assessment and the photographic documentation they have taken.

6.4.1. Recruitment

For data protection compliance, the Client can register with the Hand and Foot Care at the time of the first treatment. During this process, the Client accepts the Hand and Foot Care Treatment Information for himself/herself.

Client intake by a Chiropodist is typically a process whereby the Chiropodist gathers information about the Client in order to provide the most appropriate treatment and advice to the Client. The first step in this process is the recording of basic information by the Client. First the Client's basic details are recorded, their full name, address, telephone number, email address, date of birth, allergies, GP name and telephone number.

6.4.2. Health check

By accepting these Terms and Conditions, the Customer acknowledges that the services provided under the Service

The **status check** function can only be used via smartphone.

During the assessment, the Chiropodist collects extensive information and data about the Client's condition, which enables the Chiropodist to determine the appropriate treatment or care for the Client. The condition assessment allows for early identification of problems, diagnosis and preventive measures.

If you use the Condition Assessment function, the Hand and Foot Care will use the "*Complete Condition Assessment*" and the

You can choose from "*Update status*" options. If you select the option "*Full health check*", information about the Client's general health and the condition of the legs will be recorded. The "*Update Status*" option can be used by the Hand and Foot Care for returning Clients to record changes. In any case, the Hand and Foot Care Practitioner can go back to the previously entered data before finalising the status assessment process, so that he/she can modify the previously entered data. Pressing the "*Save*" button will complete the health check. The Hand and Foot Carer can request the modification of the data entered during the health check by sending a modification request to the e-mail address indicated in point 1.

6.4.3. Treatment

By accepting these Terms and Conditions, the Customer acknowledges that the services provided under the Service

The **management** function can only be used via smartphone.

The Chiropodist can use the Treatment function for a returning Client. Before the treatment is recorded, the Chiropodist has the possibility to carry out a condition assessment. MEROVA informs the Chiropodist that the completion of a health assessment is not mandatory, but strongly recommended. There are three options to choose from during the assessment, which are "*No change*",

"*Change in general health*", "*Foot condition and change in general health*". After the assessment, the Chiropodist is required to answer the following two questions about the Client:

- Are you taking blood thinners (yes/no)
- Are you diabetic? (yes/no)

After answering the questions, the chiropodist can choose exactly which treatment to perform, record the details of the treatment, and take a photo of the current condition of the problem to be treated. Protocols will then be displayed for the Chiropodist to read and support the Chiropodist in carrying out the treatment. After the treatment has been completed, if the Chiropodist has taken a photograph of the problem before the treatment

you can take a photo of the problem after treatment. The Chiropodist can also record whether any injuries were caused during the treatment, and provide a list of the products used during the treatment.

The Hand and Foot Care Practitioner can add product recommendations, articles, home care tips from the MEROVA database to the Treatment to support the Client's aftercare and home care, which will also be available in the Client's interface.

After the treatment is completed, the Chiropodist has the possibility to fix a precise appointment or request for an appointment. In both cases, MEROVA will send a reminder to the Client. As a last step, the Chiropodist can check the previously recorded data and information on the "Overview" page. In any case, the HCP can access the previously entered data before completing the treatment process, so that he/she can modify the previously entered data. Pressing the "Finish" button will complete the treatment. The Hand and Foot Carer can request the modification of the data entered during the treatment by sending a request for modification to the e-mail address indicated in point 1.

6.4.4. Investigation

By accepting these Terms and Conditions, the Customer acknowledges that the services provided under the Service

The **test** function can only be used via smartphone.

If the Test function is used, the Chiropodist can choose between the "Tuning fork 128Hz", "Monofilament" and "Tip-therm" tests. After selecting the test, the Chiropodist shall indicate which side (right/left) the test is to be performed. Protocols will then be displayed for the Chiropodist to read and support the Chiropodist in performing the test.

Once all three tests have been carried out and recorded, an evaluation guide for the Chiropodist will be published. The Chiropodist can record his/her comments for the Client. As a last step, the Chiropodist can check the previously recorded data and information on the "Overview" page. In any case, the HCP can go back to the previously entered data before the end of the assessment process to modify the previously entered data. Pressing the "Finish" button will complete the test. The modification of the data entered during the treatment can be requested by the Chiropodist by sending a request for modification to the e-mail address indicated in point 1.

6.5. Minutes from

Once logged in to your account, a Hand and Foot Care nurse has access to a set of protocols that function as a systematic list of specific activities related to the care process of a condition - preventive, diagnostic, therapeutic, nursing, care and rehabilitation - supported by available scientific evidence, which forms the basis for the professional control and financing of health services. It aims to ensure safety and consistent quality of care.

Hand and foot care can also search protocols by topic and category.

6.6. Knowledge base

The MEROVA Platform's Knowledge Repository function is a collection of important and relevant information, guides, expertise and resources in the field of hand and foot care. The Knowledge Repository aims to provide hand and foot care professionals with easy access to relevant information on hand and foot care, including

best practices in foot and leg care, diagnosis and treatment of various problems and conditions, and health promotion, contributing to more effective and professional care and treatment, as well as access to and sharing of health information.

The MEROVA Platform Knowledge Base for Hand and Foot Care includes:

- Foot care knowledge base
- Diabetes Foot Knowledge Base
- General knowledge base
- Saved articles

6.7. *Specialist care, doctor search*

MEROVA platform's specialist care, doctor search function is an online service that helps users to find doctors and health professionals. This feature allows the User to quickly and efficiently search for the right medical professional in the area of interest. The MEROVA Platform's specialist care, doctor finder functions include:

- **Search Options:** A Users Users can search doctors or health professionals by name, specialty, residence or contact details.
- **Specialty filtering:** the search allows users to filter doctors or specialists by their specialty, such as internal medicine, surgery, gynaecology, etc.
- **Availability and contact:** the MEROVA Platform offers the possibility to contact doctors, for example by e-mail or phone.
- **Medical profiles and professional background:** the profiles of doctors on the MEROVA platform may include their professional qualifications, experience and qualifications.

7. Provisions for clients

7.1. *Client registration for the MEROVA Platform*

No fee is payable to the Client for the use of the MEROVA Platform for the core service, with the exception of certain special services expressly indicated in this document. By accepting these GTC, the Client acknowledges that the MEROVA Platform does not constitute a health care activity within the meaning of Act CLIV of 1997 on Health Care.

The registration by the Client can be done by clicking on the "*Registration*" button on the Website and filling in the registration form. During registration, the Client must provide his/her name, e-mail address, password and how he/she heard about MEROVA. By registering on the Website, the Client necessarily declares that he/she has read and accepts the terms and conditions of these GTC and the Information published on the Website. Subscription to the newsletter is optional. Upon successful registration, the system will send an e-mail to the address provided.

Registration with an existing Facebook Account: if the Client registers with an existing Facebook Account, the Client agrees that certain data related to the Facebook Account will be transferred to the Service Provider by the Facebook operator in accordance with the applicable Facebook policies in force at any time.

The Client will only be able to register with their Facebook Account if they have provided the necessary approvals in their Facebook Account settings. The Service Provider identifies the Client using a so-called "email hash". In this case, Facebook will release the Facebook user ID and email address associated with the Facebook account to the Service Provider.

Registration with an existing Google Account: if the Client registers with an existing Google Account, the Client agrees that certain data relating to the Google Account will be transferred to the Service Provider by the operator of Google in accordance with the applicable Google policies in force at any time.

The Client will only be able to sign up with their Google Account if they have provided the necessary approvals in their Google Account settings. The Service Provider identifies the Client using a so-called "email hash". In this case, Google will provide the Google user ID and email address associated with the Google Account to the Service Provider.

The Client has the option to register for the MEROVA Platform at the time of the first treatment at the Hand and Foot Chiropodist for data protection compliance. During this process, the Client accepts the Hand and Foot Care Provider's treatment information as binding for him/herself. By registering, the Client necessarily declares that he/she has read and accepts the terms and conditions of these GTC and the Information published on the Website. Subscription to the newsletter is optional.

7.2. Range of services available in the client module

When the Client enters his/her Profile, he/she will find himself/herself on the Home page, where the following services are available:

- View documents
 - Foot care documents
 - My diaries
- Knowledge Repository (After logging in to the MEROVA Platform, the Client can browse the Knowledge Repository with unlimited access to content on health, lifestyle and diabetes, compiled by experienced physicians and MEROVA Partners.)
 - Foot care knowledge base
 - Diabetic foot knowledge base
 - General knowledge base
 - Saved articles
- Products
 - Hand and foot care products
 - MEROVA product recommendation
 - Other products
 - Services
 - Lifestyle packages
 - My saved products
 - My purchases
- Training, conferences - which may be subject to payment
 - Online courses
 - Events
 - My own training
- Find a specialist and doctor
- SOS request for medical assistance
- Diagnostics

7.3. View documents

7.3.1. Foot care documents

The Client will have access to and can view at any time the data, information and photographs taken by the Chiroprapist during the Assessment, Treatment and Examination. In addition to the treatment details, the Hand and Foot Care Practitioner will also share with the Client a personalised home to-do list, which may include general advice, recommended products and useful reading material to help the Client understand their condition.

7.3.2. My diaries

The Client has the possibility to keep a blood glucose, wound and other diary in the "My Diaries" function. When keeping a blood glucose diary, the Client must enter the number of the measurement, the time of the measurement (date and time). When keeping a wound diary, the Client must take a photo of the wound and enter the time of the photo.

7.4. Find a specialist and doctor

MEROVA informs the Client that the provisions of clause 6.7 shall apply.

7.5. SOS request for medical assistance

If the Client believes that he/she needs immediate assistance or a specific answer to a specific question, he/she can contact one of the participating doctors using the SOS Line within the MEROVA Platform. When using the SOS Line, MEROVA will not contact the Client. The service provider will be the selected physician to whom the Client sends the message.

By accepting these GTC, the Client acknowledges that the Service Provider does not assume any liability, in particular in connection with the medical service, and that the request for SOS medical assistance is the sole responsibility and right of the physician. By accepting these GTC, the Client irrevocably and irrevocably waives all claims for damages against the Service Provider and acknowledges, inter alia, that in case of danger to life, he/she must contact the ambulance service, this service being only an additional possibility for a quick medical consultation in less critical cases.

8. Provisions concerning doctors

8.1. Medical registration for the MEROVA Platform

There is no charge to the Physician for the use of the MEROVA Platform for the core service, with the exception of certain special services expressly stated herein.

Click on the "Request Medical Registration Code" button to start the Medical registration process. By accepting these Terms and Conditions, the Physician agrees and acknowledges that he/she is required to provide his/her seal number for successful registration, which seal number will be verified by MEROVA in all cases. To successfully complete the registration, the Physician must enter the registration code provided by MEROVA.

8.2. Range of services available in the doctor module

When you enter your Profile, you will be taken to the Home page, where you can access the following services:

- Case studies
- Knowledge base
 - Recipe prescription guide

- Nutrition
- Diabetic foot knowledge base
- Wound care
- Saved articles
- Products
 - Hand and foot care products
 - MEROVA product recommendation
 - Other products
 - Services
 - Lifestyle packages
 - My saved products
- Training, conferences
 - Online courses
 - Offline training
 - My own training
- Events, conferences
- Specialist care and doctor seeking - which may be subject to payment
- Diagnostics
- Support

8.3. Knowledge base

The MEROVA Platform's Knowledge Repository function is a collection of important and relevant information, guides, expertise and resources in the field of hand and foot care.

8.3.1. Recipe prescription guide

The MEROVA Platform Prescription Assistance is a feature that provides **decision support for** healthcare professionals and physicians to prescribe medicines or therapies to patients efficiently and safely. This feature helps physicians to prescribe accurately and safely and contribute to patient health and safety.

MEROVA declares that all the medical products of all the Partners contracted with the Service Provider are listed in the Prescription Guide, so that **no exclusivity applies to any Partner**.

MEROVA declares and warrants that it will not, directly or indirectly, give, offer or accept any unlawful benefit or incentive in the course of its activities and that it will conduct its activities in accordance with the rules of fair competition, bearing in mind the requirements of sustainable development and social responsibility.

MEROVA declares and warrants that it will refrain from any conduct that constitutes or may result in unlawful advertising, promotion, or inducement to prescribe or order a product, or in the giving of an unlawful advantage, under the laws in force at the time relating to the advertising and promotion of medical devices.

By accepting these General Terms and Conditions, the Physician acknowledges the provisions of clause 8.3.1.

8.4. Specialist care, doctor search

MEROVA informs the Physician that the provisions of Section 6.7 shall apply, with the following addition:

If you are interested in appearing in the search engine of a specialist care provider or doctor, you can contact MEROVA via e-mail. The MEROVA staff will inform the doctor about the conditions for using the service.

The annual fee for appearing in the search engine of a specialist care provider or doctor is HUF 50.000,- + VAT. The fee is paid through the electronic payment system of Stripe. **Cancellation of the service is possible only by e-mail.**

Once a year MEROVA is entitled to unilaterally increase the amount of the publication fee by the consumer price index (inflation) officially published by the HCSO for the previous year. Such an increase of the publication fee will be effective as of the first day of January of the year in question. MEROVA will only be entitled to increase the fee beyond this amount if the specialised care provider or doctor search engine is extended by new functions compared to the existing ones. Provider will notify Physician of non-inflation related fee increases by electronic mail 30 days prior to the effective date of the proposed increase. In the latter case, the Physician may terminate service in writing upon receipt of the notice until the effective date of the increase. If the Physician pays the non-inflation related fee increase, he/she shall be deemed to have agreed to such change in service.

9. MEROVA - Limb Rescue Diagnostics

One of MEROVA's aims is to provide help for chronic wound conditions, varicose vein problems and prevention through a service called "*Diagnostics*".

The User will be asked to complete a test so that the system can get as accurate a picture as possible of his/her condition and help the User and his/her Doctor.

The User can start the service by pressing the "*Start diagnostics*" button. The User must enter his/her age and answer the health questions asked. The evaluation of the diagnostics can only be viewed upon registration, which the User acknowledges by accepting these GTC.

MEROVA will inform the Client that he can register for the MEROVA Platform as described in Section 7.1. Physician can register for the MEROVA Platform as described in Section 8.1.

After registration, the User can view the result of the Diagnostics (chart, diagnosis, general actions). The result of the Diagnostics is saved and the User can view it again in the Diagnostics menu.

Considering that the Diagnostics is only a support tool, the Parties acknowledge that MEROVA is not responsible for the accuracy of the data, symptoms and information provided by the User when using the Diagnostics.

The parties further acknowledge that MEROVA is not liable for the user's decision based on the recommendation made during the use of Diagnostics, and fully excludes it.

By accepting these GTC, the User acknowledges that.

- a Diagnostics **is not considered to be** a health service within the meaning of Act CLIV of 1997 on Health Care.
health activity,

- the result of the Diagnostics **does not constitute a medical diagnosis**, it is a recommendation intended solely to support the User's decision and does not assume responsibility for the User's decision,
- **may not make any health-related claims** against the Service Provider in connection with the use of the Diagnostics.

10. Provisions for users

10.1. Training, Conferences, Events (hereinafter referred to as "*Events*")

The Service Provider informs the Users that the Events may be paid or free of charge, and may be implemented online or offline.

The main essential features and fees of the Events offered by the Service Provider can be found on the information page of the specific Event on the Website. The User may also contact MEROVA Customer Service for information about the Event prior to placing an order.

The Event Fee is always the amount shown next to the selected Event, which, unless otherwise indicated, already includes VAT.

MEROVA reserves the right to change the prices of the Events that can be ordered on the Website, provided that the change will take effect at the same time as the change is published on the Website. The change will not adversely affect the price of an Event already ordered.

If, despite all MEROVA's care, an incorrect or erroneous fee is indicated on the Website next to an Event (in particular, but not exclusively, the obviously incorrect fee, e.g. a fee of "0" HUF or "1" HUF, which is significantly different from the well-known, generally accepted or estimated fee of the Event, or a fee of "0" HUF due to a system error), the Service Provider is not obliged to provide the Event at the incorrect fee, but may offer the service at the correct fee, in the knowledge of which the User is entitled to withdraw from the order.

The order shall be deemed to be a contract concluded by electronic means and shall be governed by the Hungarian legislation in force, in particular the Civil Code, the Act on Electronic Commerce Services and Certain Issues of Information Society Services of 2001 (Act CVIII of 2001). The contract shall be subject to the provisions of the Government Decree 45/2014 (26.II.) on the detailed rules of contracts between consumers and businesses (hereinafter referred to as the "*Government Decree*") and shall take into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

Given that the service will be provided immediately, the User has no **right of withdrawal** (based on the relevant legislation below, see the relevant provisions of the Government Decree for the full list).

- in the case of a contract for the provision of a service, after full performance of the service, but, where the contract imposes a payment obligation on the consumer, only if performance has begun with the consumer's express prior consent and the consumer's knowledge that he will lose his right of withdrawal once the business has performed the contract in full

By accepting these GTC, the User expressly requests that, if the Training date falls within 14 days of the date of application, the Service Provider shall delay the completion of the Training until the end of this period.

you should start immediately before. The User also acknowledges that he/she may not exercise his/her right of withdrawal after the service has been completed in its entirety.

MEROVA informs the Users that the Events are provided to them by the Partners contracted with the Service Provider, but that they are liable to pay the fees to MEROVA. The payment of the fee will be made through Stripe's electronic payment processing system. The Service Provider will issue an invoice for the payment, which will be sent electronically to the User.

MEROVA assumes no obligation or responsibility for the quality, content, authenticity, legal compliance or control of the Events. In these matters, the Partner is solely responsible.

10.2. Lifestyle packages

MEROVA confirms that the details of the lifestyle packages available under these GTC are described in the description of each evening. Lifestyle packages generally include shopping lists, weekly diet and recipe descriptions, workouts. The types of workouts are yoga, physiotherapy, functional training.

Products and services containing lifestyle packages do not qualify as health services as defined in Section 3(e) of Act CLIV of 1997 on Health Care (hereinafter referred to as *the "Act"*). The recommendations and guidelines provided are not a substitute for, but a supplement to, medical or dietetic treatment.

The lifestyle packages provided do not fall within the scope of the concepts indicated in § 3 (k) to (o) of the Eütv. The purpose of the lifestyle packages is to provide information and guidance, which does not replace or substitute medical or dietetic supervision.

MEROVA informs the User that the sport activities shown in the training videos are only for the user's own health and fitness and at his/her own risk.

The User is responsible for selecting the hours of the service that are appropriate to his/her personal characteristics, health and fitness.

The Sample Diet is intended solely for advisory purposes and to assist the User, to the best of the Service Provider's knowledge, in making more informed decisions regarding the User's health.

The Service Provider informs the User that the sample diets are not personalized, so it is the User's responsibility to choose the diet that suits his/her individual preference. Before starting the diet, it is the User's responsibility and interest to consult an appropriate medical practitioner as to whether any element of the diet is contraindicated for any reason. Following the dietary recommendations is at the User's own risk.

All information, content and dietary recommendations that the Service Provider shares on the MEROVA Platform are the exclusive intellectual property of the Service Provider, based on its own experience and expertise, unless otherwise stated or referenced by the Service Provider. Please note that the Service Provider is not qualified as a doctor or dietician. The Service Provider is not competent to diagnose or treat any medical problem.

The prices indicated on the MEROVA Platform are gross prices and include VAT. The User can pay the price of the service electronically (by credit card) when placing the order through the Stripe system. The Service Provider will issue an invoice for the payment, which will be sent to the User electronically. Fees for Lifestyle packages that can be ordered on the Website

MEROVA reserves the right to make changes to the Terms and Conditions of Use, which shall enter into force upon publication on the Website.

If, despite all MEROVA's due diligence, an incorrect or erroneous fee is indicated on the Website next to a Lifestyle package (in particular, but not exclusively, the obviously incorrect fee, e.g. a fee of "0" Ft or "1" Ft, which differs significantly from the well-known, generally accepted or estimated fee of the Lifestyle package, or a fee of "0" Ft due to a system error), the Service Provider is not obliged to provide the Lifestyle package at the incorrect fee, but may offer the service at the correct fee, in the knowledge of which the User is entitled to withdraw from the order.

The order shall be deemed to be a contract concluded by electronic means and shall be governed by the Hungarian legislation in force, in particular the Civil Code, the Act on Electronic Commerce Services and Certain Issues of Information Society Services of 2001 (Act CVIII of 2001). The contract shall be subject to the provisions of the Government Decree 45/2014 (26.II.) on the detailed rules of contracts between consumers and businesses (hereinafter referred to as the "**Government Decree**") and shall take into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

The Service Provider shall be deemed to have failed to perform if, at the time of performance, the service does not meet the quality requirements laid down in the contract or by law. In such a case, the User shall be liable to the Civil Code. XXIV (Defective Performance) of the Civil Code. The following information is provided to Users who are considered as consumers in accordance with the Government Decree:

Accessories warranty

- In the event of defective performance of the service, you can claim against the company under the rules of the Civil Code.
- You may, at your option, make the following warranty claims: You may request a repair or replacement, unless the claim you choose is impossible or would impose a disproportionate additional cost on the company compared to any other claim. If you did not or could not ask for the repair or replacement, you can ask for a proportionate reduction in the price or you can have the defect repaired or replaced at the expense of the undertaking or, as a last resort, you can withdraw from the contract. You can switch from one warranty right to another, but you will bear the cost of the switch unless it was justified or the business gave a reason for it.
- You must notify us of the defect as soon as you discover it, but no later than two months after the defect is discovered. However, you should note that you cannot claim any rights to claim for defects beyond the two-year limitation period from the date of performance of the contract.
- Please note that you can claim against the company for any defects.
- Within six months from the date of performance, you can assert a claim for defects, provided that you prove that the product or service was provided by the Service Provider. However, after six months from the date of performance, you must prove that the defect which you have discovered existed at the time of performance.

Given that the provision of the service is immediate, the User has no **right of withdrawal** (for the full list of the relevant provisions of the relevant legislation, see the relevant provisions of the Government Decree below).

- in the case of a contract for the provision of a service, after full performance of the service, but, where the contract imposes a payment obligation on the consumer, only if performance has begun with the consumer's express prior consent and the consumer's knowledge that he will lose his right of withdrawal once the business has performed the contract in full

Please note that the User can find information on complaint handling in section 15 of these GTC.

11. Customer service

MEROVA operates an online customer service for the handling of User statements, notifications and complaints, as well as for receiving error reports.

The service provider's customer service is available by e-mail.

- The customer service e-mail address is: support@merovahealth.com

The customer service is available from 10:00 to 18:00 on working days.

The customer service operated by MEROVA is in Hungarian, and any error reports or requests for assistance must be made in Hungarian only. In some cases, the Service Provider may respond to requests in other languages, but this is a matter of individual assessment and the Service Provider is not obliged to do so.

12. Copyrights

The entire content of the Website, including but not limited to the data, information, images, descriptions, texts, graphics and the design, appearance and structure of the Website, the implementation of certain functions, is the exclusive property of MEROVA or MEROVA has the right to use them and as such are protected by copyright under Act LXXVI of 1999 on Copyright ("Copyright Act"). Any use of them without MEROVA's prior written consent shall infringe MEROVA's copyright and shall entail legal consequences. Links to the Website may be placed on other platforms, provided that the link leads to the main page of the Website, but links to internal pages of the Website are only permitted if they refer to the content of the entire page, with the prior consent of MEROVA. In no case may the link be made in such a way that the Site or any of its internal pages or content is perceived as the content of another website.

Under no circumstances shall the use of the Service result in the source code being reverse-engineered, reversed, or in any other way infringed by anyone in violation of MEROVA's intellectual property rights. It is also prohibited to adapt or reverse engineer the content of the Site or any part thereof; to establish a Hand and Foot Care, Client and Medical Account in an unfair manner; to use any application that may modify or index the Site or any part thereof (e.g. search engine or any other reverse engine).

The MEROVA name, the MEROVA logo and other trademarks, illustrations and logos used in connection with the Service are trademarks of or licensed to Service Provider. The User shall not have any rights or rights of use in respect of the trademarks or intellectual property referred to in this clause.

13. Responsibility

Users acknowledge that they use the service at their own risk. The service available on the MEROVA Platform and the information on the website are used by each user at his or her own risk.

at your own risk. MEROVA assumes no responsibility for any misinterpretation or misuse of the content.

In addition to the foregoing, MEROVA shall not be liable for any direct, indirect, incidental, consequential or punitive damages of any kind whatsoever arising out of or in any way connected with these GTC or the services available on the Website, regardless of whether such damages were foreseeable.

MEROVA expressly excludes its liability in the following cases:

- MEROVA, as an intermediary service provider, does not assume any liability in connection with the treatment provided to the Client by the Chiropodist through the Service.
- MEROVA shall not be liable for any damages resulting from the use of the services of the Chiropodists, nor for any abnormalities or complications arising from the treatment provided by the Chiropodists. The Client uses the services of the Hand and Foot Care Professional of his/her choice at his/her own risk.
- MEROVA excludes all liability for the conduct of MEROVA Platform Users. MEROVA also fully excludes any liability for any damage caused by applications or programs (computer viruses, worms or other malicious codes) or other hacking activities installed by third parties or by unauthorized third party access to or misuse of the User's data.
- In particular, MEROVA shall not be liable for the completeness, truthfulness, correctness and regularity of the data provided by Users during registration, and the person providing the data shall be solely liable for any damage resulting from such data.
- MEROVA excludes all liability for damages caused by the conduct of Users to other Users or third parties.
- MEROVA disclaims all liability for any use or application of this GTC or for any illegal, abusive or improper use or application of this GTC or for any damage resulting therefrom.
- MEROVA shall not be liable for the accuracy, truthfulness or compliance with the law of the information on the Website, or for any damage or harm caused to third parties by the illegal content.
- MEROVA shall not be liable for any damages resulting from the use of the system, complete shutdown of operation, changes.
- MEROVA shall not be liable for any damages whatsoever resulting from the use of [the materials on https://merova.eu/hu](https://merova.eu/hu), including any damages caused to third parties. This provision also applies to any advertising and other material placed on the Site.
- MEROVA shall not be liable for any material or moral damage or non-material damage resulting from the use of the services by the User.
- Furthermore, MEROVA shall not be liable for non-performance in cases of force majeure beyond MEROVA's control.

By accepting the GTC, the User confirms that he/she has read, expressly acknowledges and accepts the limitation and exclusion of liability provisions of this clause.

14. Links

The MEROVA Platform may contain links or external references (hereinafter referred to as "**Links**") that lead to the pages of other service providers (hereinafter referred to as "**External Websites**"). The User acknowledges that by clicking on the Links, the User leaves the MEROVA Platform and the use of the External Sites is no longer subject to these GTC and the Information, but to the other service provider's own terms of use and data management information.

MEROVA assumes no responsibility for the conduct, actions or privacy practices of the service providers that operate the External Sites.

MEROVA also disclaims any responsibility for the links on the MEROVA Platform, the content of External Websites, and any further use of data or information from the Services, and any and all damages arising out of or in connection with the services provided by third party service providers (Partners) available on the MEROVA Platform or the lack thereof.

15. Complaints handling

MEROVA's aim is to provide the Service in a satisfactory quality and to the full satisfaction of the User. If a User who is a consumer has a complaint about the Service and its performance, he/she may submit it to the contact details provided in point 1.

MEROVA will investigate the verbal complaint immediately and remedy it as necessary. If the User does not agree with the handling of the complaint, MEROVA shall immediately take a record of the complaint and its position on the complaint and shall provide a copy of the record to the User by e-mail. If it is not possible to investigate the complaint immediately, MEROVA shall take a record of the complaint and provide a copy of the record to the User by e-mail.

MEROVA will reply to the written complaint in writing by e-mail within 30 days, giving reasons for its rejection. MEROVA shall keep a copy of the reply for 3 years and shall present it to the monitoring authorities upon request.

If you do not agree with the outcome of the complaint handling, we provide the following information to Users who are consumers under the applicable legislation:

Pursuant to Article 45/A (1)-(3) of the Consumer Protection Act and Government Decree 387/2016 (XII. 2.) on the designation of the consumer protection authority, the Government Office acts as the general consumer protection authority: <https://kormanyhivatalok.hu/kormanyhivatalok>

In the event of a complaint, the User who is a Consumer has the right to apply to a conciliation body, the contact details of which can be found here:

Name of the Conciliation Body	The seat and address of the conciliation body:	Area of jurisdiction
Budapest Conciliation Board	Budapest Budapest Conciliation Board Title: 1016 Budapest, Krisztina krt. 99. Phone number: (1) 488-2131 Fax number: (1) 488-2186 President: Dr. Éva Veronika Inzelt Website address: https://bekeltet.bkik.hu/ E-mail address: bekelteto.testulet@bkik.hu	Budapest
Baranya County Conciliation Board	Pécs Baranya Vármegyei Békéltető Testület Address: 7625 Pécs, Majorossy Imre u. 36. Phone: (72) 507-154; (20) 283-3422 Fax number: (72) 507-152 President: Dr. Ferenc Bércesi Website address: www.baranyabekeltetes.hu E-mail address: info@baranyabekeltetes.hu kerelem@baranyabekeltetes.hu	Baranya county Somogy county Tolna county
Borsod-Abaúj-Zemplén County Arbitration Board	Miskolc Borsod-Abaúj-Zemplén County Arbitration Board Address: 3525 Miskolc, Szentpáli u. 1. Phone number: (46) 501-091 (new cases); 501-871 (pending cases) Chairman: Dr. Péter Tulipán Website address: www.bekeltetes.borsodmegye.hu E-mail address: bekeltetes@bokik.hu	Borsod-Abaúj-Zemplén county Heves county Nógrád county
Csongrád-Csanád County Arbitration Board	Szeged Csongrád-Csanád County Conciliation Board Address: 6721 Szeged, Párizsi krt. 8-12. Phone number: (62) 554-250/118 extension Fax number: (62) 426-149 President: Dr. Károly Horváth Website address: www.bekeltetes-csongrad.hu E-mail address: bekelteto.testulet@csmkik.hu	Békés county Bács-Kiskun county Csongrád-Csanád county
Fejér County Conciliation Board	Székesfehérvár Fejér County Conciliation Board Address: 8000 Székesfehérvár, Hosszúséta tér 4-6. Phone number: (22) 510-310 Fax number: (22) 510-312 President: Dr. József Vári Kovács Website address: www.bekeltetesfejer.hu E-mail address: bekeltetes@fmkik.hu fmkik@fmkik.hu	Fejér county Komárom-Esztergom county Veszprém county

Győr-Moson-Sopron County Arbitration Board	Győr Győr-Moson-Sopron County Conciliation Board Address: 9021 Győr, Szent István út 10/a.	Győr-Moson- Sopron county
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	Phone number: (96) 520-217 President: Dr. Beáta Bagoly Website address: https://gymsmkik.hu/bekelteto E-mail address: bekeltetotestulet@gymskik.hu	County of Vas Zala county
Hajdú-Bihar County Arbitration Board	Debrecen Hajdú-Bihar Vármegyei Békéltető Testület Headquarters: 4025 Debrecen, Petőfi tér 10. Phone numbers: (52) 500-710; (52) 500-745 Fax number: (52) 500-720 President: Dr. Zsolt Hajnal Website address: https://www.hmbekeltetes.hu E-mail address: bekelteto@hbkik.hu	Jász-Nagykun-Szolnok county Hajdú-Bihar county Szabolcs-Satmár-Bereg county
Pest County Conciliation Board	Budapest Pest Vármegyei Békéltető Testület Headquarters: 1055 Budapest, Balassi Bálint u. 25. IV/2. Phone number: +36 1 792 7881 President: Dr. Pál Koncz Website address: www.pestmegyeibekelteto.hu ; www.panaszrendezes.hu E-mail address: pmbekelteto@pmkik.hu	Pest County

The conciliation body is responsible for settling consumer disputes out of court. The conciliation body's task is to attempt to reach an agreement between the parties to resolve the consumer dispute and, if this is unsuccessful, to rule on the case in order to ensure that consumer rights are enforced in a simple, quick, efficient and cost-effective manner. The conciliation body shall, at the request of the consumer or MEROVA, give advice on the rights and obligations of the consumer.

In the conciliation panel proceedings, in the absence of agreement, the panel shall decide on the merits of the case

a) issue a decision imposing an obligation if

aa) the application is well founded and the undertaking, in its general declaration of submission pursuant to § 36/C, in its statement registered with the conciliation body or the chamber or in its commercial communications, at the commencement of the proceedings or at the latest by the time the decision is taken, has acknowledged the decision of the conciliation body as binding on it, or

ab) the undertaking has not made a declaration of submission, but the request is well-founded and the consumer's claim to be enforced does not exceed HUF 200,000, either in the request or at the time of the decision to impose an obligation; or

b) make a recommendation if the request is well founded but the undertaking has stated at the outset of the procedure that it does not recognise the decision of the Board as binding, or if it has not stated that it recognises the Board's decision as binding at all.

In the case of cross-border consumer disputes related to online sales and service contracts, the conciliation body attached to the Budapest Chamber of Commerce and Industry has exclusive jurisdiction.

In case of a consumer complaint, you can also use the EU online dispute resolution platform, which requires a simple registration on the European Commission's website. The online platform is available at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=HU>

The service provider has a duty to cooperate in the conciliation procedure, by sending its reply to the conciliation body and by ensuring the participation of a person authorised to negotiate a settlement at the hearing. If the business is not established in the county of the chamber of the territorially competent conciliation body, the business's duty to cooperate extends to offering the consumer the possibility of a written settlement in accordance with his or her wishes.

As a last resort, the consumer can also take the matter to the competent court, where he or she can even lodge a complaint on a complaint day. Documentary evidence is still essential. The action must be commenced by means of a statement of claim containing the following information:

- the competent court;*
- the names of the parties and their representatives, their place of residence and their status in the proceedings;*
- the right asserted, stating the facts on which it is based and the evidence in support of those facts;*
- the data from which the jurisdiction and competence of the court can be established;*
- a firm request for a decision by the court,*

The application must be accompanied by the document or a copy of the document whose contents are relied on as evidence.

16. Duration and termination of the Contract

As a rule, the Service is provided for **an indefinite period of time** until terminated by MEROVA or by the User. In case of a half or one year payment periodicity agreed by the Customer, a half or one year **fixed term** contract is concluded, with the termination date on the part of the User being the last day of the period in question, and the contract being extended for the next half or one year upon payment of the consideration for the renewed period.

Exceptions to this rule are certain one-off services: events and lifestyle packages, which are not subject to cancellation.

Any User is entitled to terminate at any time the legal relationship established by the acceptance of these GTC by sending an email to the Customer Service of the registered Account of the Service Provider or by selecting the "cancel subscription" option in the "*manage subscription*" menu of the settings.

MEROVA reserves the right to terminate the indefinite legal relationship established by the acceptance of these GTC with any User by e-mail, without giving any reason, upon 30 days' notice.

In the event of serious breach of contract by the User, MEROVA shall be entitled to terminate the legal relationship established by the acceptance of these GTC with immediate effect. A serious breach of contract shall be deemed to have occurred in particular, but not exclusively, if:

- User does not use the MEROVA platform in accordance with the provisions of these GTC.
- User violates any privacy or copyright provisions.
- There is an ongoing complaint from clients about the hand and foot care services.

- There are ongoing complaints from users about Doctors.
- User attempts to avoid payment for any Service under these GTC.

17. Miscellaneous provisions

In order to use the MEROVA Platform, you must have the appropriate IT environment, in particular: - a broadband Internet connection, - a computer, mobile phone or tablet capable of running an Internet browser, - an Internet browser (e.g. Google Chrome, Mozilla Firefox, Opera, Safari, Microsoft Edge, latest version of browsers).

In order to fulfil the obligation to prevent and remedy damage, the User undertakes to notify the Service Provider immediately if he/she notices that the MEROVA Platform is not functioning or is not functioning satisfactorily. MEROVA shall not be liable for any damages and/or costs incurred in connection with the User's failure to fulfil the above obligation or delay in doing so.

MEROVA may use an intermediary to fulfil its obligations.

Viewing and using the services of MEROVA's Website implies the User's knowledge of the technical and technological limitations of the Internet and acceptance of the inherent potential for error.

MEROVA shall not be liable for any damages whatsoever resulting from the use of the Website. The user is responsible for the protection of the device used for Internet communication and the data contained thereon. MEROVA shall not be liable for any errors or omissions on the Site.

MEROVA handles its data in a GDPR compliant manner, further details of which can be found in the published privacy notice.

MEROVA reserves all rights to distribute and copy any part or portion of its Website by any means. Without the prior written consent of MEROVA, any use (reproduction, distribution, adaptation, etc.) of all or part of the Websites, in accordance with the law on copyright, is prohibited.

Unauthorised use will lead to civil and criminal penalties and liability for damages. By using the MEROVA Platform, the User acknowledges that in the event of any unauthorised use of its content, the Service Provider shall be liable to pay a penalty. The amount of the penalty is 300.000,- HUF per image and 2.000,- HUF per word. The User acknowledges that this penalty is not excessive and browses the site with this in mind.

Should any part of these GTC become invalid or illegal, the validity and legality of the remaining parts shall not be affected.

If MEROVA does not exercise its rights under these GTC, its failure to exercise such rights shall not be deemed a waiver of such rights. No waiver of any rights hereunder shall be effective unless expressly stated in writing. MEROVA's occasional failure to strictly adhere to any term or condition of the GTC shall not constitute a waiver of such subsequent strict adherence.

MEROVA shall make every effort to settle any disagreement or dispute of any kind arising from the contract between MEROVA and the User using the Service out of court, through negotiation. If any dispute cannot be settled by negotiation

the Parties stipulate (subordinate jurisdiction) the exclusive jurisdiction of the Budapest District Courts XX, XXI and XIII for disputes arising from the contract.

18. Final provisions

With regard to matters not regulated in these GTC, MEROVA shall be governed by the Hungarian laws and regulations in force at the time and applicable to the business activities of MEROVA constituting the Service, as well as by the provisions of Act V of 2013 on the Civil Code, without any special stipulation.

Please only register on our Website if you agree to the above.

If you have any further questions about the GTC, please send an e-mail to support@merovahealth.com.

These General Terms and Conditions are effective from 27 March 2024. Budapest,

12 March 2024.

MEROVA Health Private Limited Company